

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, May 8, 2019 at 9:00 a.m.

Irrigon Branch of the Oregon Trail Library District, Community Room

490 N.E. Main Ave., Irrigon, Oregon

AMENDED

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
 - a. Accounts Payable dated May 9th; Four Manual Check Runs: April 24th, \$518.87; April 29th, Retirement Taxes, \$173.00 & \$5,000, Community Bank, \$189,997.60
 - b. Minutes: April 3rd, April 10th
 - c. Audit Services Request for Proposals
 - d. Out-of-State Travel Request, Finance Department
5. **Legislative Updates**
6. **Business Items**
 - a. Irrigon Building Update
 - b. Morrow County Goals (Darrell Green, Administrator)
 - c. ~~Request to hire Deputy at higher Pay Step (Undersheriff John Bowles)~~
 - d. Additional documents related to Federal Lands Access Program, East of Morphine Lane Improvement Project (Matt Scrivner, Public Works Director)
 - e. ~~Reclassification Request for Review (Karmen Carlson, Human Resources Director)~~
7. **Department Reports**
 - a. Planning Department Monthly Report (Carla McLane, Planning Director)
 - b. Veterans Services Quarterly Report (Linda Skendzel, Veterans Services Officer)
8. **Correspondence**
9. **Commissioner Reports**
10. **Executive Session – Pursuant to ORS-192.660(2)(a) – To consider the employment of a public officer, employee, staff member or individual agent**
11. **Signing of documents**
12. **Adjournment**

Agendas are available every Friday on our website (www.co.morrow.or.us/boc under “Upcoming Events”). Meeting Packets can also be found the following Monday.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lutchter at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the

media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.

Morrow County Board of Commissioners Meeting Minutes
April 3, 2019
Bartholomew Building Upper Conference Room
Heppner, Oregon

Present

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Darrell Green, Administrator

Kate Knop, Finance Director

Richard Tovey, County Counsel

Karmen Carlson, Human Resources Director

Roberta Lutchter, Executive Assistant

Call to Order & Pledge of Allegiance: 9:03 a.m.

City & Citizen Comments: None

Open Agenda: Commissioner Lindsay requested a discussion on the status of the Building Inspector position for which the County contracts with the City of Boardman.

Consent Calendar

Commissioner Russell moved to approve the following items in the Consent Calendar:

1. *Accounts Payable, April 4th, \$43,967.54*
2. *Minutes: March 6th & 13th*
3. *Seventh Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Mental Health, Substance Use Disorders, and Problem Gambling Services Agreement #153133, and authorize Chair Doherty to sign on behalf of the County*

Commissioner Lindsay seconded. Unanimous approval.

Public Hearing – Code Enforcement Ordinance Amendments: New Chronic Nuisance and Environmental Health Sections; Updates to the Weeds Section and other minor changes

Chair Doherty called for abstentions or conflicts of interest. Hearing none, he outlined how to testify and called for the Staff Report.

Carla McLane, Planning Director, explained the Public Hearing held on March 20th in Boardman was continued to today. She said at that first Public Hearing, Boardman Police Chief Rick Stokoe urged the Board to increase the setback listed in the Draft Ordinance from 200 feet to 400 feet. She asked the Board for direction as to whether to retain the original 200 foot designation, or change it to 400 feet. In addition, she said, a timeframe determination is needed for the First and Second Readings and effective date.

Ms. McLane said the Draft document was done in consultation with County Counsel Justin Nelson, Sheriff Ken Matlack, Chief Stokoe and Commissioner Russell. The people engaged in implementing it, were also engaged in writing it, she commented.

Chair Doherty said if Chief Stokoe determined 400 feet to be more practical, then he would agree with that.

Commissioner Russell said it would be his preference as well. This Chronic Nuisance draft has been tested in the courts and is in place in Umatilla and Multnomah Counties, he added.

Commissioner Lindsay said she would agree.

Chair Doherty called for proponents – no response; opponents – no response; neutral parties, general comments or questions – no response. At 9:13 a.m. he closed the Public Hearing but said the comment period would remain open until the close of business on April 4, 2019.

Brief discussion to clarify that any and all comment received after the close of this Public Hearing would be brought forward to the Board.

Ms. McLane said she planned to return next week for the First Reading, followed by the Second Reading and tentative adoption on April 24th.

Legislative Updates

Commissioner Russell said he will be in Salem on Monday for a Work Session regarding House Bill 2408 [Oregon Legislative Information, Staff Measure Summary: “House Bill 2408-A requires prevailing wage rate be paid on projects in enterprise zones in which a property tax exemption has or will be received and in which total project cost is at least \$20 million.”] He said he was in favor of an amendment to exempt the first \$25 million and will speak at the Work Session to Morrow County’s experiences and the fact our wage base has come up.

Department Reports

Treasurer’s Monthly Report

The report from Gayle Gutierrez was reviewed in her absence.

Update from Community Counseling Solutions as Contracted Provider of Mental Health Services

Kimberly Lindsay, CCS Executive Director

Ms. Lindsay provided multiple documents for her update. A few discussion highlights:

- The County will be asked to sign a memorandum of understanding (MOU) with the Eastern Oregon Coordinated Care Organization (EOCCO). It should be released sometime this summer or fall. Ms. Lindsay said there have been concerns about the need to fund new projects as opposed to funding existing projects that work well. She said the County can add the things it deemed important to the MOU. She asked the Board to advocate for the programs that exist in Morrow County, especially the CARE program, as it’s a fight each year to get funding.
- A recent site review by the Oregon Health Authority went well, according to Ms. Lindsay. She discussed the changes as to how OHA conducts reviews and discussed the

findings in greater detail. She said there were no health & safety items and CCS turned in its response and it was accepted.

- Commissioner Lindsay said the County is the ultimate responsible party and should have received notification from OHA about the review and results. She said she would follow-up with the State on the question of the County receiving documents, notifications, etc.

Business Items

Building Inspector Vacancy

Commissioner Lindsay said she just learned about the retirement of the Building Inspector and admitted she was unclear how that position worked.

Ms. McLane said in 2000, the City of Boardman agreed to take on the Building Inspection program and reached an agreement with the State. Morrow County and the City of Irrigon have agreements with the City of Boardman for those services.

Discussions took place on the value of having a local building inspector; whether or not Morrow County could sustain such a position on its own; and amendments the County requested to the agreement with the City of Boardman, but were not made. Commissioner Lindsay said she wanted to do additional research to better understand the process and would report back in a week.

Eastern Oregon Healthy Living Alliance MOU

Sheree Smith, Public Health Director

Ms. Smith explained the MOU will provide \$4,425.94 in additional funding to offset travel expenses and salary/benefit costs of nursing staff to attend four Learning Collaboratives and to participate in the “Integrated Nurse Home Visiting Program” pilot project.

Commissioner Russell moved to approve the Memorandum of Understanding between the Eastern Oregon Healthy Living Alliance and Morrow County Health Department, and authorize Chair Doherty to sign on behalf of the County. Project period is August 21, 2018 to August 20, 2019. Commissioner Lindsay seconded. Unanimous approval.

Award Bid – Bridge Widening Projects, Marcum & Sons, LLC

Matt Scrivner, Public Works Director

Mr. Scrivner reviewed the Bid Tabulation spreadsheet and said Public Works recommended awarding the bid to Marcum & Sons, LLC.

Commissioner Russell moved to award the Keen & Snyder Bridge Widening Project to Marcum & Sons, LLC. Commissioner Lindsay seconded. Unanimous approval.

Laurel Lane & Wilson Lane Improvement Project – Consent to cross Bureau of Reclamation Right-of-Way

Mr. Scrivner said the Consent to Use contract was from a project completed in 2017 and allows Public Works to work on and over structures owned by the Bureau of Reclamation. Brief discussion.

Commissioner Russell moved to approve Consent to Use Contract No. 19-07-1U-L0208, and authorize Chair Doherty to sign on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.

Travel Policy Update

Darrell Green, Administrator

Mr. Green reviewed the process undertaken by the members of the Travel Policy Team, such as the major topics of discussion, and the kinds of documents they reviewed from other counties, agencies and organizations. The changes to policy recommended by the Team were:

1. Add more specific information and clarification about out-of-state travel
2. Add more specific information and clarification about in- and out-of-County meals, such as using a link to GSA rates for reimbursement or payments on Visa accounts

Finance Director Kate Knop requested the effective date allow sufficient time for her office to develop new forms, etc.

Commissioner Lindsay moved to approve the updates to the Morrow County Travel Policy, with an effective date of July 1, 2019. Commissioner Russell seconded. Unanimous approval.

Management Trainings

Mr. Green requested to bring in managements trainings for Department Directors and Elected Officials, possibly through Blue Mountain Community College. He said trainings can be motivational, provide opportunities for growth and development, and help people do their jobs more efficiently and effectively. All of this, he said, can provide better service to external and internal customers. He said he would gather more information regarding expenses, if the Board was interested. The Commissioners were in favor of the proposal.

Video Recording BOC Meetings

Mr. Green said as more and more counties have moved to video recording meetings, the Board discussed that possibility as a way to make BOC meetings more accessible to the public and to eliminate the need for written minutes, thereby freeing up some of the Executive Assistant's time. However, he said his research indicated written minutes would still need to be produced. He further proceeded to outline the pros and cons of video recording meetings. County Counsel Justin Nelson said he would check with Co-County Counsel Richard Tovey to see if their office made a final determination about the requirement for written minutes. The Commissioners decided to gather more information on the subject by reaching out to their counterparts around the State.

Break: 11:09 a.m. – 11:16 a.m.

Pre-Budget Meetings Discussion

Kate Knop, Finance Director

Ms. Knop said for budgeting purposes, a 3% Cost of Living Adjustment (COLA) will be used for all employees. Comments from the Commissioners included:

- Chair Doherty said his stance has been to stand behind recommendations from boards and committees appointed by the BOC, unless those recommendations were egregious. Next year the Compensation Board needs the full budget in front of them, or the BOC needs to make a recommendation to them prior to that meeting.
- Commissioner Russell requested the Finance Department provide budget impacts for both 2.5% and 3% COLAs. He said he'd like the Budget Committee to have the information and be able to weigh-in on the decision.
- Commissioner Lindsay said as the three decision makers, the Commissioners have been looking at the information for months; the Budget Committee doesn't have the knowledge we do. The leadership comes from the three Commissioners. There will be union negotiations this summer, which can have a domino effect. The Commissioners have to take the tough look. If there are any changes in opinions, the Board should move this budget forward with what those opinions are and take that leadership into the Budget meetings.
- Chair Doherty said he was willing to reconsider the COLA rather than wait another year for the Compensation Board. What gets discussed at Budget, still winds up back at the BOC. It's an odd situation, he admitted.
- Commissioner Lindsay said as the lone vote against the 3% COLA, she can't make the argument to reconsider that decision; it should come from the proponents of it. She said she made her opinion clear.
- Commissioner Russell said the COLA can't be 3% every year when it's actually only 2%, especially when we look at the nexus four to five years out and things go from black to red.

Department Reports, continued

Sheriff's Office Monthly Report

Administrative Lieutenant Melissa Ross

The report was reviewed. Discussion turned to Code Enforcement. Commissioner Russell said Code Enforcement goes largely undone. There used to be an officer dedicated to that but that went away. He said during his time as Commissioner, the Sheriff's Office has more people working there than ever. Who decided to make that position go away, he asked.

Lt. Ross said she would pass his concerns on, but currently all deputies handle Code Enforcement, not just one.

Commissioner Lindsay said the Board wanted to understand that piece going into Budget as it looks at the Planning Department and Sheriff's Office.

Fair Office Quarterly Report

Ann Jones, Fair Secretary

Ms. Jones reviewed her report. Discussion items not specifically in the report were:

- Lamb Weston will be a gate sponsor for one of the days during Fair. Ms. Jones is contacting two other companies about sponsoring other days.
- Entertainment sponsorship dollars are up from last year and currently stand at \$15,000.
- Weather related water damage occurred at the rodeo arena and football field, however, the inside of the Fair Pavilion building did not sustain damage. The soil recently added to the outdoor arena may have been washed away, she said.
- Commissioner Lindsay said the most recent joint meeting between the Fair Board and Rodeo Board went well.

County Counsel/District Attorney Quarterly Report

Justin Nelson, County Counsel/DA

Mr. Nelson reviewed his report. He handed out copies of an article from the East Oregonian titled, "ACLU calls for DAs to make policies public." Various discussions ensued.

Administrator's Report

Mr. Green reviewed his report. After discussing the status of the Travel Team and the Fleet Team, he said cash handling and Visa policies will be a priority following Budget Committee meetings later in April.

Correspondence

- Email to County employees regarding the formation of a Wellness Team, with a kick-off meeting to take place on April 15th.
- Newsletter regarding the Boardman to Hemingway Transmission Line Project, "The B2H Connection: March 2019."
- Letter from Chair Doherty to the Joint Ways and Means Subcommittee on Human Services that he read at a Public Hearing on March 26th; in it he encouraged the Subcommittee to invest in Public Health Modernization.

Commissioner Reports

- Commissioner Lindsay discussed activities related to the Local Public Safety Coordinating Council (LPSCC). She said she appreciated the work of Jessy Rose, who is assisting Morrow County with Coordinator duties, especially regarding her efforts to map the system and processes of the agencies that make up the LPSCC. Commissioner Lindsay participated via phone conference in a presentation by Senator Jeff Merkley's office regarding the USDA's ReConnect Program. One of the goals of the ReConnect Program is to expand broadband service to rural areas without sufficient broadband access (according to the USDA website). Commissioner Lindsay said Morrow County is a prime candidate for internet to the home; she believed it to be attainable and wouldn't settle for less than that. Commissioner Lindsay also attended the CCS Advisory Board meeting; has been working with the local snowmobile club on possible funding for a

warming hut and/or storage area for emergency vehicles in the mountains; and attended the Morrow County Economic Development Group where a discussion came up about whether or not it's the County's responsibility to hire an economic development person.

- Commissioner Russell said as the County considers changing its retirement plan from defined benefit to defined contribution, he and Mr. Green talked to a Vice President of Finance at Oregon Health Sciences University about its recent retirement plan change. Commissioner Russell also met with Courtney Crowell (Regional Solutions, Eastern Oregon Region Coordinator) and Kathleen Cathey (Field Representative, Senator Ron Wyden) about his ongoing concern that the Boardman Rural Fire Protection District did not receive reimbursement from the Department of Defense for a fire it, and others, battled on the Naval Weapons Training Systems Training Facility (Bombing Range). Commissioner Russell provided an update on the Cap & Trade legislation, House Bill 2020, saying a 199 page amendment was added that takes away all exemptions. What was a bad bill, is worse now, he said.
- Chair Doherty offered to attend the Cultural Coalition conference if Commissioner Lindsay was unable to do so.

Signing of documents

Adjourned: 12:45 p.m.

Morrow County Board of Commissioners Meeting Minutes
April 10, 2019
Irrigon Branch of the Oregon Trail Library District, Community Room
Irrigon, Oregon

Present

Chair Jim Doherty

Commissioner Melissa Lindsay

Commissioner Don Russell

Darrell Green, Administrator

Richard Tovey, County Counsel

Karmen Carlson, Human Resources Director

Roberta Lutchter, Executive Assistant

Call to Order & Pledge of Allegiance: 9:01 a.m.

City & Citizen Comments: Irrigon resident Terianna Tobin addressed the Board about her support of the Second Amendment Preservation Ordinance and said she would like to see it established in Morrow County.

Open Agenda: No items

Consent Calendar

Commissioner Lindsay requested to remove the Accounts Payable for discussion.

Commissioner Lindsay moved to approve the following items in the Consent Calendar:

- 1. Retirement Taxes, April 1st, \$19,565.41*
- 2. Keene Bridge & Snyder Bridge Widening Project Contract with Marcum & Sons, LLC, \$215,555.55*

Commissioner Russell seconded. Unanimous approval.

Accounts Payable

Commissioner Lindsay asked about a charge from the Public Health Department for “miscellaneous clothes,” which Administrator Darrell Green said was for a youth who received assistance from the CARE Team, according to an email from Director Sheree Smith.

Commissioner Lindsay moved to approve the Accounts Payable dated April 11th in the amount of \$79,803.46. Commissioner Russell seconded. Unanimous approval.

Legislative Updates

Commissioner Russell said he testified in Salem on Monday in opposition to House Bill 2408 [Oregon Legislative Information, Staff Measure Summary: “House Bill 2408-A requires prevailing wage rate be paid on projects in enterprise zones in which a property tax exemption has or will be received and in which total project cost is at least \$20 million.”] He said the Association of Oregon Counties, the League of Oregon Cities, the Oregon Public Ports Association and economic development professionals throughout the State were in opposition. It passed through on a party line vote, he added.

Business Items

Contracts for Park Hosts at County Parks

Greg Close, Parks General Manager

Mr. Close presented five contracts:

1. OHV Park Host
2. OHV Park Host Assistant
3. Cutsforth Park Host
4. Anson Wright Park Host
5. Relief Park Host

He said this will be the first year the County will contract a Relief Park Host, which means Park Hosts will no longer have to find their own substitutes and pay for them themselves. The estimated total for the season will be \$26,300 for all five contracts. Discussion.

Commissioner Russell moved to approve the contracts as presented:

1. Ronald Ford, OHV Park Host, \$60 per day
2. Gloria Ford, OHV Park Host Assistant, \$35 per day
3. Sandra McDonald, Cutsforth Park Host, \$45 per day
4. Robert Allen, Anson Wright Park Host, \$35 per day
5. Robert Morris, Park Host Relief, pay varies by Park

Commissioner Lindsay seconded. Unanimous approval.

Noxious Weed Control Agreement with the Army Corps of Engineers

Dave Pranger, Weed Coordinator/Inspector

Mr. Pranger said the agreement allows him to perform weed control activities on properties owned by Army Corps of Engineers within the County. Brief discussion.

Commissioner Russell moved to approve the Morrow County Weed Control District – Scope of Work for Fiscal Year 2019 for Integrated Pest Management Services on John Day Project Lands, not to exceed amount \$2,500, effective dates October 1, 2018 through September 30, 2019, and authorize Chair Doherty to sign on behalf of the County. Commissioner Lindsay seconded. Unanimous approval.

Owner's Rep Evaluation TEAM

Darrell Green, Administrator

Mr. Green said the Request for Proposals for an Owner's Representative for the Irrigon building project was issued and interviews are scheduled May 1st. He asked that the Board determine the members of the interview TEAM. Brief discussion.

Commissioner Lindsay moved to have the members of the Owner's Rep Evaluation Team be the Administrator, Mr. Green, Commissioner Lindsay and Mark Patton, Port of Morrow Chief Operations Officer, and to allow Mr. Green to consult as necessary with the Human Resources Director and Public Works Director. Commissioner Russell seconded. Unanimous approval.

Intergovernmental Agreement with the City of Irrigon for Sheriff's Services

Sheriff Ken Matlack

Undersheriff John Bowles

Sheriff Matlack said the contract will be on an annual basis, with a review by both parties to take place each January. The amount in the contract was updated to reflect the current cost of a mid-range deputy, he said. Discussion.

Commissioner Russell moved to approve the Intergovernmental Agreement for Sheriff's Services with the City of Irrigon, effective July 1, 2019 through June 30, 2019, amount \$85,504.82.

Commissioner Lindsay seconded. Discussion took place on Section 9 – it was decided the wording should change from “...To modify the agreement or not renew, parties must meet on or before January 5th of the contract period...” to “...To modify, renew or not renew, parties must meet on or before January 5th of the contract period...” Vote: All opposed, motion failed.

The Commissioners said in concept, the numbers in the agreement looked good, but decided the revised agreement should be placed on next week's agenda in the Consent Calendar for review.

First Reading – Ordinance No. ORD-2019-5 Miller/Haguewood Aggregate

Carla McLane, Planning Director

Ms. McLane provided the First Reading by title, “An Ordinance Amending the Morrow County Comprehensive Plan, Specifically the Inventory of Natural Resources – Aggregate and Mineral Resources, Adding the Miller/Haguewood Aggregate Site.” She said she would return in two weeks for the Second Reading by title.

Deliberations & First Reading – Ordinance No. ORD-2019-4 Code Enforcement Ordinance
Proposed Changes

Ms. McLane explained a Public Hearing was held on April 3rd, but the comment period remained open until the close of business on April 4th. No additional comment was received, she said. The purpose of the new Environmental Health Section, as cited in the Ordinance, is “to implement the County's authority to enforce the Environmental Health programs delegated to Umatilla County by the State of Oregon for On-Site Septic Systems, Food Service Facilities, Tourist Facilities, and Pool Facilities.” To that end, Ms. McLane said the documents to transfer On-Site Septic inspections from the Department of Environmental Quality to Umatilla County will be before the Board in the near future.

Discussion then took place on Code Enforcement. Commissioner Russell said if the County goes through the exercise to update its Code Enforcement Ordinance, he wanted to see enforcement take place.

Sheriff Matlack then discussed current practice in the Sheriff's Office regarding code complaints, which is all deputies work code complaints. However, he said they have not done a good job documenting responses to complaints but are currently working on a system to track that.

Chair Doherty commented the Board needs to work on whether or not to mandate that code enforcement is complaint driven.

Sheriff Matlack said the Sheriff's Office no longer looks at it as complaint driven.

Commissioner Lindsay moved to accept the Code Enforcement Ordinance as presented, with the adjustment of the 200' references to 400', and with the changes from its current state and the final edits as presented during the comment period. Commissioner Russell seconded. Unanimous approval.

Ms. McLane provided the First Reading by title, "An Ordinance Adopting an Update to the Morrow County Code Enforcement Ordinance, Adding Chronic Nuisances and Environmental Health. This Action Will Also Repeal and Replace Ordinance ORD-2014-11." She pointed out the emergency clause which makes the effective date May 1, 2019.

Update on shared Building Official position with the City of Boardman

Commissioner Lindsay

The County signed an intergovernmental agreement in 2000 for the City of Boardman to provide building department services, plan review and building inspections. The City's Building Official recently retired and Commissioner Lindsay said it presented an opportunity for the County to revisit the 19 year-old agreement. She stressed no one has done anything wrong, but conversations are needed to provide clarity on who does what. She also said she planned to meet with Boardman City Manager Karen Pettigrew to learn how the spreadsheet, or formula works regarding the distribution of fees.

Chair Doherty and Commissioner Russell both supported reexamining the IGA.

Ms. McLane said she supported efforts to reopen the agreement to look at the operating plan and asked that the Planning Department be fully engaged as they are the staff members who interact with the Building Official.

Commissioner Russell said he would like to see the State rules or regulations that guide how Building Permit Funds can be used.

Department Reports

Planning Department Monthly Report

Ms. McLane handed out copies of a Notice of Rulemaking distributed by the Planning Department. The Notice stated, "This is to notify you that the Land Conservation and Development Commission has proposed an amendment to administrative rule that, if adopted, may affect the permissible uses of your property and other properties." Ms. McLane's accompanying letter said solar power generating facilities are the focus of the rulemaking.

Commissioner Lindsay said this could impact the ability to have solar facilities in the County. Ms. McLane agreed and encouraged people to send comment letters if opposed to the amendment.

Ms. McLane reported recent activity in the Planning Department: multiple permits have been issued and multiple development application were submitted, particularly in south and central County. Planning staff will move forward with an RFP for additional planning work at the three County Parks, as necessary.

Justice Court Quarterly Report

The written "Distribution of Fines and Assessments" from Judge Ann Spicer was reviewed in her absence.

Correspondence

- Letter from the U.S. Department of Interior notifying the County that the U.S. Fish and Wildlife Service will publish a proposal to remove the gray wolf from the List of Endangered or Threatened Wildlife
- Letter to the Oregon State Aviation Board from Chair Doherty in his capacity as Chair of the North East Area Commission on Transportation, urging them to continue funding COAR projects (Critical Oregon Airport Relief)
- Notice of Senator Ron Wyden's Town Hall Meeting in Boardman on April 14th
- U.S. Forest Service, Pacific Northwest Region, 2018 Annual Report

Commissioner Reports

- Commissioner Russell said the Columbia Development Authority met last Friday and approved a memorandum of agreement with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), which is awaiting their review. He said the hope is the Army Depot land will be back in local control in the near future.
- Commissioner Lindsay said she attended meetings with NextEra and learned they plan to have "shovels in the ground in November," with completion anticipated in September 2020. She said Public Works is fully engaged with them on permitting and will be "ahead of the game." The solar component of the project will be Stage 2 and NextEra wants everything operational in two years. They plan to announce the contractor in the next 30 days and will hold vendor meetings in 30-60 days. She told them to make sure our local population is in the room and to do what they can locally. They pointed out some of the specialized work, such as rebar. Commissioner Lindsay discussed other projects on which she is currently working or researching.

Signing of documents

Adjourned: 12:30 p.m.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Attached is a draft copy of the Audit Services - Request for Proposal for the retaining of a Certified Public Accountant firm to conduct the Financial and Compliance Audits of the County for fiscal years ending June 30, 2019, June 30, 2020, and June 30, 2021.

2. FISCAL IMPACT:

N/A

3. SUGGESTED ACTION(S)/MOTION(S):

Consent calendar discussion and/or approval.

☒ Attach additional background documentation as needed.

MORROW COUNTY, OREGON
AUDIT SERVICES
REQUEST FOR PROPOSAL

To Prospective CPA Municipal Auditing Firms:

Morrow County, Oregon, is requesting quotes for the retaining of a Certified Public Accounting firm to conduct the Financial and Compliance Audits of the County for the fiscal years ending June 30, 2019, June 30, 2020, and June 30, 2021. This request for proposals is provided under the informal solicitation process for intermediate procurements listed under ORS 279B.070.

It is the intent of the County to negotiate a three-year contract, with the second and third year contingent on the successful, timely completion of the first year of the contract.

Agency Overview

Morrow County, with a current population of 11,200, is governed by a Board of Commissioners, consisting of three commissioners, who each serve four-year terms. The Board conducts all legislative business of the County and are responsible for setting County policy and holding public hearings on certain issues required by law. The total County budget for the 2018-2019 fiscal year is \$37,857,309. The approved but not yet adopted budget for the 2019-2020 fiscal year is \$43,482,361. The County currently employs 115 full and part time employees.

Morrow County provides a full range of services including public safety, health and community services, public works, assessment and tax collection for all county taxing districts, juvenile services, corrections and probation, community development and internal administrative support.

The County's accounting system is maintained using Tyler Technologies' Incode financial software programs. There are 45 budgeted funds including the General Fund, 34 special revenue funds, 10 reserve funds, and an internal service fund. Additionally, the County Treasurer manages approximately 60 trust and agency funds. There are currently two outstanding debt issues. The County has one retirement plan, the Morrow County Retirement Plan, which is a defined benefit pension plan.

The County's Comprehensive Annual Financial Report for the year ended June 30, 2018, and the County's 2018-19 and 2019-2020 fiscal year budgets can be obtained by contacting Kate Knop, Finance Director at kknop@co.morrow.or.us.

Submission of Proposal

Please submit proposals via email to:

Kate Knop, Finance Director
kknop@co.morrow.or.us
Telephone: 541-676-5615

All proposals must be signed by a principal of the firm.

Modification and Withdrawal. Proposals may be modified or withdrawn upon written request received from the proposer prior to the time fixed for consideration by the County Court.

The contents of the proposals responding to the request for proposal shall be confidential until the deadline of submission of proposals. All proposals will become part of the County's official files without obligation.

Proposal Requirements

Your proposal should include the following:

1. The firm name and address, and the name and contact information of your primary contact person.
2. The names of local partners/principals and the number of local personnel on the Oregon Municipal roster.
3. A list of partners, managers, and other key staff people who will be assigned to the County's engagement.
 - Provide resumes of persons who will be performing professional work and indicate their experience in auditing governmental jurisdictions.
 - Provide proof of eligibility and authorization by the State Board of Accountancy to conduct municipal audits (number and names of staff members authorized).
4. Describe the staffing level that will be assigned to the Morrow County fieldwork. Outline a work plan and related time schedule for each significant segment of the work that includes:
 - Participation of senior audit personnel assigned to the engagement;
 - Frequency of contact with County personnel
 - Availability of staff to respond to questions within the scope of the engagement and the hourly charge, if any, for services outside the scope of the audit;
 - Your firm's policy concerning staff turnover/rotation and what assurance you can provide the County regarding the assignment of your personnel to the engagement;
 - Procedures utilized to transmit audit adjustments and the reason for them, along with management recommendations to the responsible personnel within the County;
 - The estimated number of hours to complete the audit by personnel classification (e.g., partner, senior, junior, clerical)
5. Provide a list of the Oregon local government jurisdictions that you presently audit:
 - For the last 3 years;
 - Those to be audited at the same time as the County;
 - Other municipalities or agencies doing a substantial amount of business with Morrow County.

6. Provide three references, with contact information, from current or past governmental agencies that your firm has audited similar to the scope of this proposal.
7. Describe your firm's experience in relation to the scope of the County's audit.
8. Describe your approach to auditing with computerized systems, including software programs used, your preferred method for sending and receiving data (electronically or hard copy), and the method by which electronic communication is documented and stored.
9. Submit one sample of the latest audit report of a governmental entity similar to Morrow County in the State of Oregon audited by your firm.
10. Include the fee/cost that your firm will charge Morrow County for the entire audit, by year, over a three-year period including:
 - Your fee proposal to cover the basic audit function;
 - Your fee schedule for additional services that may be required beyond the scope of the audit engagement. The proposal should include a discussion of how fees might be negotiated for any renewal periods;
 - If not included within the basic audit fees, provide a detail of expenses estimated to be incurred (e.g., mileage, per diem, telephone, etc.)
11. Contractors' proposals must be valid for at least ninety (90) days.

Scope of Audit

The audit will be done in order for the accounting firm to express an opinion on the financial statements of Morrow County to determine substantial compliance with appropriate legal provisions. The audit of the financial statements will be in accordance with:

- The minimum standards for audits of Oregon Municipal Corporations as adopted by the Secretary of State and approved by the Board of Accountancy;
- Generally accepted auditing standards;
- Government auditing standards;
- OMB Circular A-133 and the Single Audit Act of 1984 and any subsequent revisions.
- Finance Department staff will complete and balance all accounts at year-end. The County will provide staff assistance as is reasonably available. The County will furnish the following information and work papers in conjunction with the audit engagement:
 - Trial balances for all funds subject to the audit.
 - Bank reconciliations for all accounts of the County that are subject to the audit.
 - Detailed reconciling records or lists of investments, interest income, assessments, payroll, accounts payable and accounts receivable as of June 30 of each fiscal year.

- Other reconciliations and information as required by the auditing firm and mutually agreed upon. It is the County's goal to have its staff prepare as much information as possible for the audit.

Any unusual conditions encountered during the course of the audit, where services of the auditing firm must be extended beyond the normal work anticipated, will require written notification to the Finance Director who will respond in writing concerning the additional services and any additional fees associated with the service.

All funds and accounts of the County are to be covered by the audit examination. The audit will lead to the expression of an unqualified opinion on the financial statements unless the auditor justifies to the County Court in advance in writing, the reasons for an opinion that is less than unqualified. The auditing firm is expected to provide the County with a summary of any audit adjusting entries upon completion of the fieldwork.

Recommendations based upon the auditing firm's review of the adequacy of internal accounting controls and other audit investigations will be made part of a formal management report separate from the audit. This report, in draft form, will be reviewed by and discussed with the Finance Director prior to issuance. Associated costs will be included in the audit fee.

An exit conference is required of the auditing firm on completion of the preliminary draft report to inform the Finance Director of the pertinent findings, including notification and explanation of items to be included in a formal management report, if any. Formal report presentation by the auditing firm will be required before the Board of Commissioners upon completion of the final report.

The County will be subject to the additional requirements imposed by the Uniform Single Audit Act of 1984, and OMB Circular A-133. The County's cognizant Federal Agency is:

Department of Health and Human Services
Region X (Alaska, Idaho, Oregon,
Washington) 2201 Sixth Avenue, RX-01
Seattle, WA 98121(206) 553-0420 FTS 399-042

Working Papers:

- Working papers must be retained for at least three (3) years;
- Working papers will be available for examination by authorized representatives of the cognizant Federal audit agency and of the County.

Prior to the submission of the completed audit report, the audit firm's staff will be required to review a draft of the proposed report and management letter with the Finance Director.

Selection Procedure

The County Administrator and Finance Director will screen all proposals. Interviews may be conducted with the finalists, and a recommendation will be made to the Board of Commissioners on Wednesday, June 5, 2019 if an adequate number of proposals have been received by that time.

- The County reserves the right to request additional information from proposers and to issue addenda on the requirements for the specifications.
- Without limiting the generality of the foregoing, any proposal which is incomplete, obscure or irregular may be rejected. Only one proposal will be accepted from any one firm or association. Any evidence of collusion between the proposers may constitute a cause for rejection of any proposals so affected.
- The County will enter into an agreement with the selected proposer generally as outlined in the Standard Contract found in OAR 162-10-30, with modifications requiring the service provider to maintain general liability insurance and indemnify the County for the service provider's actions under the agreement. Proposers may include in their proposals alternative forms of agreement or additional provisions for consideration by the County.

Evaluation Standards

County Staff will make a recommendation to the Board of Commissioners to award the contract to the proposer that will best serve the interests of Morrow County as described in ORS 279B.070(4). Such consideration may include, but is not limited to the following:

1. Understanding of the Engagement:
 - Demonstration of full understanding of the work to be performed.
 - Ability of firm to provide constructive recommendations to the County.
2. Experience with Municipal Engagement:
 - The firm's municipal auditing experience and expertise.
3. Staffing:
 - Municipal experience and expertise of the audit team proposed for the County's audit.
 - Philosophy concerning staffing after the first year.
 - The firm's local office's ability to provide consulting services to the County.
 - Number of staff members and depth of staffing level to meet contract obligations
4. Approach to the Examination:
 - Description of audit approach.
 - Work plan and ability to meet the County's schedule.
 - Estimated number of hours to be devoted to the engagement.
 - Technology: the firm's knowledge and use of computer and programs to assist in the audit process.

5. Fees:

- Proposed audit fee
- Fee/Cost for services beyond the scope of the audit.

Morrow County reserves the right to accept or reject any or all proposals received as a result of this informally solicited request for proposal, to modify the requirements by written addendum, to negotiate a final agreement with modifications with the selected provider, or to cancel, in part or in its entirety, this request if the County determines it is in its best interests to do so.

Schedule

May 8, 2019 Distribute Request for Proposal

May 22, 2019 Due Date for Submission of Proposals by 4:00 PM*

June 5, 2019 Consideration by the Board of Commissioners

*Note: If three proposals are not received by May 22, 2019 at 4:00 PM, additional time may be scheduled to seek additional proposals.

Audit Schedule

The audit contract may start as soon after the contract document is executed as is agreeable to all parties, but no later than July 1, 2019. The written audit report must be completed and delivered within a reasonable time, but no later than December 1 after the close of the audit period ending June 30 of each year.

Audit period will be for the fiscal years ending June 30, 2019, 2020, and 2021. The County reserves the right to extend the audit on an annual basis.

Other Information and Requirements

Nondiscrimination. The successful contractor agrees that, in performing the work called for by this proposal and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious, creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry, or sexual preference unless the reasonable demands of employment are such that they cannot be met by a person with a particular physical or mental disability.

No material, labor, or facilities will be furnished by the County unless otherwise provided for in the request for proposal.

There is no expressed or implied obligation for Morrow County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
4d

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Kate Knop

Phone Number (Ext): 5302

Department: Finance

Requested Agenda Date: 5/8/19

Short Title of Agenda Item:

(No acronyms please)

**Travel Notification - Out of State to Government Financial Officers
Association Annual Conference**

This Item Involves: (Check all that apply for this meeting.)

- | | |
|---|--|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible |
| <input type="checkbox"/> Public Comment Anticipated: | <input type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input checked="" type="checkbox"/> Other |

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

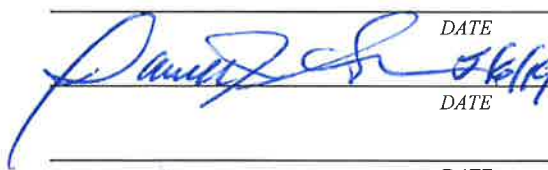

Through:

Total Contract Amount:

Budget Line:

Does the contract amount exceed \$5,000? ☐ Yes ☒ No

Reviewed By:

_____	DATE	Department Director
	5/6/19	Administrator
_____	DATE	County Counsel
Kate Knop 	5/6/19	Finance Office
_____	DATE	Human Resources

Required for all BOC meetings

Required for all BOC meetings

*Required for all legal documents

*Required for all contracts; other
items as appropriate.

*If appropriate

**Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting
department of approval, then submit the request to the BOC for placement on the agenda.*

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Attached is my out of state travel notification to attend the Government Financial Officers Association Annual Conference in Los Angeles, California. The Conference is scheduled for May 19-22, 2019

2. FISCAL IMPACT:

Materials & Services: #101-102-5-20-3323 Mileage and #101-102-5-20-3311

3. SUGGESTED ACTION(S)/MOTION(S):

N/A

☐ Attach additional background documentation as needed.



Finance

P.O. Box 867 • Heppner OR 97836
(541) 676-5615

Kate Knop
Finance Director
kknop@co.morrow.or.us

TO: Board of Commissioners

FROM: Kate Knop, Finance Director *UK*

DATE: May 8, 2019

RE: Travel Notification – Out of State to GFOA Conference

The Government Finance Officers Association (GFOA) is holding its 113th Annual Conference on May 19-22 in Los Angeles, California. The GFOA represent public finance officials throughout the United States and Canada. The association's more than 20,000 members are federal, state/provincial, and local finance officials deeply involved in planning, financing, and implementing thousands of governmental operations in each of their jurisdictions. The organization provides best practice guidance, consulting, networking opportunities, publications including books, e-books, and periodical, recognition programs, research and training opportunities for those in the profession.

As the Morrow County Finance Director, I have been a member of the GFOA since 2016 and have utilized on-line training opportunities, best practice guidance, and publications. Most recently, I have researched and been accepted into the Certification Program for the "Certified Public Finance Officers" Program of GFOA. The self-study program is designed to verify knowledge in the disciplines of government finance.

To earn the designation of Certified Public Finance Officer (CPFO), candidates must pass a series of five examinations in seven years covering the major disciplines of public finance. The disciplines include:

- Governmental accounting, auditing, and financial reporting
- Operating and capital budgeting
- Debt management
- Treasury and investment management
- Retirement and benefits, risk management, and procurement

As the Finance Director, I am committed to achieving the highest level of knowledge in each of the disciplines listed above and have outlined this as one of my development goals in my personnel performance with the County Administrator.

My out of state travel request to the GFOA Conference on May 19-22, 2019 in Los Angeles, California is an incomparable opportunity for professional growth but it is not free. I have applied for and received the "First-Time Annual Conference Attendee Scholarship" valued at more than \$750. The scholarship **covers the full conference registration fee** and each recipient will participate in the GFOA's **mentorship program** which will pair me with an experienced GFOA member.

With this opportunity, I will participate in my first “Session Tracks” on **Accounting, Auditing, and Financial Reporting** which is the first of the five disciplines and examination that I will study for and schedule to take prior to the end of the calendar year 2019 (developmental goal).

The cost of the full conference registration fee will be covered by the “First-Time Annual Attendee Scholarship” but additional costs will include travel and lodging. The current budget has appropriations available for training since I was not able to attend the Oregon Government Financial Officers Association (OGFOA) Annual Conference earlier this spring due to additional work assignments.

The County Administrator has reviewed and approved my out of state travel request. I am notifying the Board of Commissioners of my out of state travel to attend the GFOA Annual Conference that provides the unique training and educational opportunities that I seek as a member of their organization and to meet my developmental goals to better serve as the Finance Director of Morrow County.



Government Finance Officers Association



invest
in your
futuretoday.

Grow your professional
skills and advance your
career with GFOA's
nationally recognized

**Certified Public
Finance Officer (CPFO)
Program.**

Did you know?

- The CPFO program was started by GFOA in 1997 to help standardize the core knowledge needed for public finance.
- Participation in the program has increased more than 50% in the last two years.
- In 2015, 455 professionals took at least one of the exams.

in conjunction with

RADFORD
UNIVERSITY

Government Finance Officers Association's (GFOA) **Certified Public Finance Officer (CPFO)** designation is a self-study certification program designed to prepare individuals for financial leadership positions in state and local government by enhancing fundamental skills and increasing knowledge of best practices and the latest trends in government finance.

How do I achieve the CPFO designation?

To be eligible to take the certification examinations a candidate must:

- Hold a baccalaureate degree from an accredited institution, and
- Accept and observe the GFOA Code of Professional Ethics.

To receive the CPFO designation a candidate must meet three additional criteria:

- **Current Employment:** Candidates must have a government as their primary employer.* Candidates that are currently unemployed must have had a government as their most recent primary employer and must be actively seeking government employment.

* *Primary employment is defined as a full-time government employee working an average of at least 32 hours a week.*

“Individuals interested in government finance as a profession should pursue GFOA’s CPFO designation. The study materials and exams are challenging, but they provide a critical framework for understanding the existing, and ever-growing, complexity of government finance.”

Betsy Schaffer, CPA, CPFO
Assistant Auditor-Controller
County of Santa Barbara, California

"I believe that receiving the CPFO certification was very helpful in the process of changing positions from Town Accountant in one state to my current position as Finance Director in another state. I would highly recommend the CPFO program for anyone who is interested in continuing a career in government finance."



Lynne Beck, CPFO
Finance Director
Town of Telluride, Colorado

- **Employment History:** Candidates must have had at least three years of experience with a government as their primary employer during the previous ten years.
- **GFOA Membership:** Candidates employed with a government must be active members of the GFOA or be eligible for active membership when they apply for each exam. (Visit www.gfoa.org for membership benefits and to download an application and fee schedule.)

The CPFO program offers certification exams three times a year at sites around the country: Fall, early Spring, and at the GFOA annual conference. Most sites offer both a morning and afternoon session to allow candidates the opportunity to take two exams on the same day if they so choose. To achieve the CPFO designation, a candidate must successfully complete a series of **five exams in seven years** that cover the following disciplines:

- governmental accounting, auditing, and financial reporting
- operating and capital budgeting
- debt management
- treasury and investment management
- retirement and benefits, risk management, and procurement

Each exam comprises 175 multiple-choice questions that must be completed in 3-1/2 hours. The passing standard is 75 percent. Exams are primarily based on a suggested reading list that is included with the *Candidate's Guide*.

If you have questions on a specific section, call the GFOA offices at 312.977.9700 or Radford University at 540.831.6734.

Please refer to the *Candidate's Guide* and application for exam fees. Visit www.gfoa.org to order the suggested reading materials. The GFOA offers a **50 percent discount** on publications for CPFO candidates. The publications are not only helpful in preparing for the CPFO exams, but provide future benefit as well.

Once earned, the CPFO designation is maintained by participating in 30 hours of Continuing Professional Education (CPE) each year or 60 hours over a two-year period.

An individual does not have to take all five exams to benefit from participating in the program. Each test is of such scope and quality that passing any one is a noteworthy achievement. A certificate is issued for each exam that is successfully passed.

"The CPFO is an invaluable asset to the public finance officer. It demonstrates commitment, dedication, and desire to provide the highest level of knowledge and ability in service to his or her community."

Michael A. Genito, CPFO
Commissioner of Finance
City of White Plains, New York

Take your government and career to the next level by **becoming a CPFO**

- Get practical training with a "how to" focus.
- Carry the CPFO designation with you throughout your career.
- Add the CPFO designation to your resume and enhance your professional marketability.
- Receive national recognition from your peers.
- Build relationships and network with other CPFOs at the GFOA's annual conference, training courses, and state association events.
- Use the self-study materials to explore important finance topics in depth.

"Coming from the world of investment banking, the CPFO program greatly enriched my understanding of all governmental practices, policies, and standards."

Brad Wilson, CPFO
Finance Director
City of Wood Dale, Illinois

"I would highly recommend the CPFO program to government finance professionals wishing to broaden their knowledge base and increase the capacity for success in their public finance role. The CPFO program is the most comprehensive educational platform available in the realm of public finance."

Ellen Paulseth, CPFO
Finance Director
City of Maplewood, Minnesota



Government Finance Officers Association

Visit **www.gfoa.org** for more information, to view the *Candidate's Guide*, and to register for exams.



We welcome your questions! Contact:



Jim Phillips
Government Finance
Officers Association
jphillips@gfoa.org
312.977.9700 x2297

In conjunction with

**RADFORD
UNIVERSITY**

Bruce Chase
Radford University
bchase@radford.edu
540.831.5744

*The CPFO program is governed by the GFOA Council on Certification.
Technical and administrative support is provided by the
Radford University Governmental and Nonprofit Assistance Center.*

**Not a GFOA
member?**

**Join today at
www.gfoa.org**



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
66

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Staff Contact: Darrell Green

Department:

Short Title of Agenda Item: Morrow County Goals

Phone Number (Ext):

Requested Agenda Date: 05/8/2019

This Item Involves: (Check all that apply for this meeting.)

- | | |
|---|---|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible |
| <input type="checkbox"/> Public Comment Anticipated: | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: 10-15 minutes |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Other |

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

Does the contract amount exceed \$5,000? ☐ Yes ☒ No

Reviewed By:

_____	Department Head	Required for all BOC meetings
_____	DATE	
Darrell J Green	5/6/2019	Admin. Officer/BOC Office Required for all BOC meetings
_____	DATE	
_____	County Counsel	*Required for all legal documents
_____	DATE	
_____	Finance Office	*Required for all contracts; other items as appropriate.
_____	DATE	
_____	Human Resources	*If appropriate
_____	DATE	

* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

I am proposing a Goal Setting workshop that would be the foundation of moving towards a Strategic Plan and then a Vision/Branding for Morrow County.

I believe by developing some County wide goals, we will improve our TEAM efforts to communicate and achieve better results for our internal and external 'customers'.

A few examples: when we defined our goals for our North County Government building, we were able to execute on our plan.

when we defined our goals for updating our retirement plan, we have been able to move towards developing a plan.

when we established goals for our Travel Policy, we develop a policy that we could all work with.

I have three quotes to help facilitate the Goal Setting workshop. The quotes are from; Hill2, LLC, IN TERRA and Rabiner. In regards to Rabiner's quote, I have not been able to reconnect with David to formalize his quote. If you would like, I will contact Rabiner to obtain a more formal quote.

2. FISCAL IMPACT:

\$2000.00- \$5500.00

3. SUGGESTED ACTION(S)/MOTION(S):

Suggested Action- agree or not agree to move forward with a Goal Setting workshop.

If agree, a motion to choose a company to facilitate the workshop. Motion to hire _____ to facilitate a Goal Setting workshop.

☒ Attach additional background documentation as needed.

Darrell Green

From: David Rabiner <david@rabiner.com>
Sent: Sunday, April 21, 2019 4:54 PM
To: Darrell Green
Subject: Facilitation

Hi, Darrell.

I ended up not getting back in town early enough to get into the office on Friday, so I'm catching up (on and off) over the weekend.

I've spoken to Susy about your desire to get the Board together to facilitate a process that gives you some clear direction on key County issues.

We typically price our facilitations based on a number of variables. We enjoy working with you and Morrow County, and I am familiar with your Board. We decided to simplify our proposal to you and offer a single-day event, including individual phone meetings with you and your Commissioners in advance of the day, for a discounted flat fee of \$5,500. As we finalize what we will be doing, you can count on that fee unless the scope significantly exceeds what we discussed.

If you would like to proceed, the next step is to set the date, get it on our calendars, and plan the process in advance of the date. If I recall, you would like to schedule a date in May.

Please forgive me if I'm slow getting back to you this current week. I will be out of town and mostly unavailable all week except for a couple of hours early Wednesday morning when I will be in the office. Starting the following week, my schedule lightens up for a while.

Thanks for getting in touch with me, and I look forward to the opportunity to work with you again.

Warm regards,
David



April 19, 2019

Mr. Darrell Green
Board of Commissioners Office
110 N. Court St.
Heppner, OR 97836

Re: Proposal for Facilitation of 'Morrow County Board of Commissioners Goal-setting Workshop'

Dear Mr. Green,

In Terra Facilitation and Retreats LLC is pleased to submit this proposal to provide workshop facilitation services for Morrow County Board of Commissioners. In Terra is owned and operated by Shaun Payne, a trained facilitator located in Portland, OR. We were provided your solicitation for facilitation services from Barbara MacKay of Northstar Facilitators.

Understanding you are attempting to establish common goals among your Board of Commissioners, I want to help you find where you want to be, what is keeping you from getting there now, and what actions can be taken to reach your agreed upon milestones.

Attached to this proposal you can find:

1. Statement of Qualifications
2. Proposed Approach
3. Proposed Budget
4. Resume (with references)

If you have any questions regarding this proposal, please contact me at shaun@interrafacilitation.com, or by my mobile phone at (512) 749-4163.

Sincerely,

A handwritten signature in dark ink, appearing to be "SP" followed by a stylized flourish.

Shaun Payne, Owner/Operator
In Terra Facilitation and Retreats LLC
www.interrafacilitation.com

I. Statement of Qualifications

In our experience with facilitating collaborative process such as goal-setting, we have recognized that a session(s) built upon a robust planning effort is critical so that the client is satisfied with the end product and the participants feel their time had been well spent. Such a process can manifest itself in a myriad of ways, all of which have roots in the understanding that consensus decision making provides the most sustainable solution to the problems we face.

As owner and operator of In Terra Facilitation and Retreats LLC, Shaun Payne earned a Bachelor of Arts in International Studies and a Master of Science in Sustainability from Texas State University. Following his studies, he worked in developing and facilitating stakeholder processes in Central Texas. This began by working with the Upper San Marcos Watershed Initiative; a consensus-based process which brought specialists and competing interests together to determine the best ways to protect the San Marcos River from increased development and other regional impacts. Following this effort Shaun worked with the Edwards Aquifer Habitat Protection Plan (EAHCP). This regional HCP's primary focus was to protect eleven threatened, endangered and petitioned species from the increasing demand on the Edwards Aquifer, the primary drinking water source for over 2 million people. Through these programs, and a variety of other local public processes, he developed the skills necessary to ensure focused and productive meetings that search to engage a wide array of backgrounds and interests. Shaun has received technical training from The Institute of Cultural Affairs (Technology of Participation (ToP)), as well as the Leadership Strategies Institute. A full resume is provided at the end of this proposal.

In Terra's services include an organized and robust methodology that ensures that all participants experience valuable and productive meetings where your board and team of administrators possess a sound path forward.

II. Proposed Approach

We operate under a strict understanding that in order to produce an effective decision, a process must not only develop the right decision, but also maintain commitment to that decision. Such commitment should be built upon a consensus of those involved in the process. This requires an understanding by not only the sponsoring organization, but the facilitator as well. In order to achieve this, a planning meeting with the Morrow County Board of Commissioners office should highlight the following activities and identify any possible hurdles that we hope to overcome.

Task I: Preparing for Success

In the initial stages of development, a planning meeting between the Morrow County Board of Commissioners Administrative Office, as well as a key member(s) of the Board (Chair and/or Vice Chair), will be necessary. This planning meeting will establish the 6 Ps of Preparation: Purpose, Product, Participants, Probable Issues, Process and Place. A single meeting at your office, followed by 2 to 3 additional planning phone calls, will give us sufficient time to coordinate details and design a successful workshop.

Following our initial planning meeting, In Terra will produce an agenda and arrange any necessary logistics not being provided by your office.

Task II: Workshop Facilitation

Not knowing the specifics of your desired format, the workshop can be catered to your needs, yet for proper goal-setting to be achieved we would suggest one of two options (both budgets outlined below). First, a simple single-day workshop designed to engage the Board of Commissioners around a single question, brainstorm, and synthesize common goals that can be used as touchstones as your Board continues to work together. Second, a robust strategic planning session spanning 2 to 3 days. This design will not only begin with the common vision, but also identify impediments in the way of seeing this vision through and collaborate to find solutions to those impediments. Such an exercise can be tiresome if done within 2 sessions so 3 is suggested (and budget reflects this).

All workshops are suggested to span from 9am to 4pm with an hour lunch (6 hours total). An additional 2 hours are added in the budget as our team would require additional time before and after the workshop.

Task III: Closing, Next Steps and Reporting

At the conclusion of all projects facilitated by In Terra, a report is produced outlining the background of the project, details pertaining to the session(s), outcomes, as well as next steps. The length, depth, and general nature of this report can be catered to the needs of the client.

III. Proposed Budget

Our budget is based on hourly rates and estimated number of hours for each task. Below are is our proposed budget based upon certain assumptions communicated in the previous section. If any of these assumptions change, our estimates may need to change as well.

Option 1: Single day workshop

Deliverables		Estimated costs	
Task		Hours (\$100/hr)	Admin Hrs (\$50/hr)
I	Workshop preparation (1 office visit & 3 conference calls)	8	5
I	Coordinate logistics for workshop	0	8
II	Facilitation Services (1-day)	8	0
III	Reporting	8	2
	Total Hours	24	15
	Cost	\$2,400.00	\$750.00
	*Vehicle use fee .535/mile @ 500 miles estimate		\$267.50
	Materials & other expenses (billed at cost)		\$1,000.00
	Total Estimated Cost		\$4,417.50

Option 2: Three-day Strategic Planning

Deliverables		Estimated costs	
Task		Hours (\$100/hr)	Admin Hrs (\$50/hr)
I	Workshop preparation (1 office visit & 3 conference calls)	8	5
I	Coordinate logistics for workshop	0	12
II	Facilitation Services	24	0
III	Reporting	8	2
	Total Hours	40	19
	Cost	\$4,000.00	\$950.00
	*Vehicle use fee .535/mile @ 1,000 miles estimate		\$535.00
	Materials & other expenses (billed at cost)		\$2,00.00
	Total Estimated Cost		\$7,485.00

SHAUN D. PAYNE

PROFESSIONAL EXPERIENCE

Principal Facilitator - In Terra Facilitation and Retreats | June 2018 – Present

Portland, OR

- Services include designing and facilitating public process and consensus decision making for stakeholder driven processes as well as guiding professional connection initiatives for organizations throughout Portland.

Senior Program Coordinator - Habitat Conservation Plan (HCP) | April 2016 – June 2018

Edwards Aquifer Authority, San Antonio, TX

- Coordinated and facilitated complex consensus-based decision making for federally recognized HCP
- Assisted in implementation of \$20M interjurisdictional, stakeholder-driven endangered species program
- Managed the drafting and submittal of HCP Annual Report to U.S. Fish & Wildlife Service
- Managed drafting and submittal of annual work plans and funding documents
- Managed permit oversight effort for all habitat restoration in spring ecosystems
- Managed the HCP Regional Water Conservation Program
- Managed program website, mailing list, newsletter and digital records

Habitat Conservation Program Coordinator | December 2013 – April 2016

Edwards Aquifer Authority, San Antonio, TX

- Organized 20+ committee, review panel (National Academy of Sciences), & work group meetings
- Managed program website, mailing list, newsletter and digital records
- Managed permit oversight effort for all habitat restoration in spring ecosystems

Research Associate & Staff Liaison | June 2013 – November 2013

Texas State University - The Meadows Center for Water and the Environment, San Marcos, TX

- Facilitated Water Quality & Quantity committee meetings for the San Marcos Watershed Protection Plan
- Developed, evaluated, and maintained document database and communication forum

EDUCATION

Master of Science in Sustainability Studies

Texas State University - May 2014

- Master's thesis entitled: *An exploratory analysis of conservation: an analysis of three water resource alternatives for San Marcos, Texas*
- 2012 EPA Rain-works Challenge - Team Leader

Bachelor of Arts in International Studies

Texas State University - December 2010

- Study area focusing on Middle East & Africa

TRAINING

Technology of Participation (ToP) Strategic Planning | December 2018

The Institute of Cultural Affairs

The Effective Facilitator | July 2017

Leadership Strategies Institute

Technology of Participation (ToP) Facilitation Methods | October 2016

The Institute of Cultural Affairs

PROFESSIONAL PUBLICATIONS & PRESENTATIONS

PUBLICATIONS

- Payne, S and Pence, N. (2018). *The Edwards Aquifer Habitat Conservation Plan: a brief history of planning and implementation*.
- Payne, S and Earl, R. (2014). *An exploratory analysis of conservation: an analysis of three water resource alternatives for San Marcos, Texas*. Texas State University.
- Payne, S. (2015). *Status of the Edwards Aquifer Habitat Conservation Plan Implementation*. 2015 Clean Rivers Program Basin Highlights Report.

PRESENTATIONS

- Edwards Aquifer Habitat Conservation Plan 2015 Program Highlights – Guadalupe-Blanco River Authority Clean Rivers Program Steering Committee
- Edwards Aquifer Habitat Conservation Plan 101 - San Antonio College

FACILITATION RESUME

- 2013: Meeting support for the Core Committee of the Upper San Marcos Watershed Protection Plan.
- 2013: Primary facilitator for the Upper San Marcos Watershed Protection Plan Water Quality/Water Quantity sub-committee
- 2013 – 2018: Meeting support for the Edwards Aquifer Habitat Protection Plan Science Committee, Implementing Committee and Stakeholder Committee.
- 2014: Primary facilitator of the Edwards Aquifer Habitat Protection Plan Drought Outreach Work Group
- 2014: Meeting support for the Edwards Aquifer Habitat Protection Plan Aquifer Storage and Recover Work Group
- 2014: Meeting support for the Edwards Aquifer Habitat Protection Plan Voluntary Irrigation Suspension Program Work Group
- 2014: Meeting support for the Edwards Aquifer Habitat Protection Plan Science Committee Nomination Work Group
- 2014: Primary facilitator for the Edwards Aquifer Habitat Protection Plan Regional Water Conservation Program Work Group
- 2015: Co-facilitator for the Edwards Aquifer Habitat Protection Plan National Academy of Sciences Report 1 Stakeholder Workshop
- 2015: Meeting support for the Edwards Aquifer Habitat Protection Plan National Academy of Sciences Report 1 Recommendations Work Group
- 2016: Co-facilitator for the Edwards Aquifer Habitat Protection Plan Comal Springs Riffle Beetle Standard Operating Procedures Work Group
- 2016: Primary facilitator for the Edwards Aquifer Habitat Protection Plan Regional Water Conservation Monitoring Committee
- 2017: Meeting support for the Edwards Aquifer Habitat Protection Plan San Marcos Water Quality Protection Work Group

- 2017: Co-facilitator for the Edwards Aquifer Habitat Protection Plan National Academy of Sciences Report 2 Stakeholder Workshop
- 2017: Primary Facilitator for the Edwards Aquifer Authority outreach team Think Tank.
- 2017/2018: Project lead for the Friends of San Antonio Natural Areas 2017 Membership Drive sub-committee
- 2018: Volunteer facilitator for the City of San Antonio Mayor's Housing Policy Task Force
- 2018: Primary facilitator for the Edwards Aquifer Habitat Conservation Plan Comal Springs riffle beetle Work Group
- 2019: Primary facilitator for the Greater Portland Sustainability Education Network Annual Symposium.

REFERENCES

Emily Warren, Associate Director at the Meadows Center for Water and the Environment

Phone: 512-245-4476

Email: ea16@txstate.edu

Alicia Reinmund-Martinez, Director of the Habitat Conservation Program at the Edwards Aquifer Authority

Phone: 512-282-8441

Email: areinmund@bseacd.org

Melani Howard, Habitat Conservation Plan Manager at the City of San Marcos

Phone: 512-395-5942

Email: mhoward@sanmarcostx.gov

**Proposal for the Morrow County Board of Commissioners
Facilitated Goal Setting Work Session
Submitted by Hill2 L.L.C.**

April 17, 2019

Darrell J. Green, County Administrator
Morrow County Bartholomew Building
Board of Commissioners Office
110 N. Court St.
Heppner, OR 97836

Dear Mr. Green,

Thank you for the opportunity to submit this proposal to the Morrow County Board of Commissioners for facilitation of a public meeting and work session. The meeting will be designed to identify common goals for Morrow County and to document agreements about what needs to get done. It is intended that the outputs of the meeting will assist the Commissioners as they pursue their future work.

Scope of Work

My understanding is that the Commissioners would like to develop some recognized, countywide goals, to unify their efforts, create public support, and generate additional forward momentum for their work. These common goals may also serve as a foundation for further strategic and work planning. In service to this objective, it is proposed that Hill2 LLC (with Lindsay Hill as lead consultant), will conduct a three-phase process:

Phase I Outreach and Assessment	Phase II Facilitation of Public Work Session	Phase III One-Page Goal and Action-Plan
<ul style="list-style-type: none">• Review past strategic, comprehensive, economic, and other available plans.• Conduct confidential interviews with commissioners to determine their goals and perspectives.	<ul style="list-style-type: none">• Design and deliver a tightly facilitated 3 – 4 hour public meeting in Heppner.• The meeting will be framed by the assessment work and produce a set of goals for the County.	<ul style="list-style-type: none">• The meeting-outputs will be used to compose and deliver a one-page goals document, with some supporting material, to record goals, and guide the work of the Commissioners.

Ideally, a note taker will be available at the public meeting to record key agreements, priorities, and goals. This information will be used in the creation of the final document to be presented to the Commissioners at the end of the project.

Project Budget and Timeframe

Hill2 LLC will conduct the above services for an all-inclusive fee of \$2,000 (to be invoiced after the completion of the project).

To the greatest degree possible, the project will be scheduled to meet the needs of the Morrow County Board of Commissioners. The one-page summary document (with supporting material), will be delivered within two weeks following the public meeting.

Conclusion

Hill2 L.L.C. appreciates the opportunity to submit this scope and budget, and to refine the proposed process, as needed, through further dialogue. I look forward to working with the Morrow County Board of Commissioners to meet its needs, and get the job done.

Respectfully submitted,

Lindsay Hill
Hill2 L.L.C.



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 1 of 2)

(For BOC Use)

Item #

6ed

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Staff Contact: Matt Scrivner

Phone Number (Ext): 541-989-9500

Department: Morrow County Public Works (ROAD)

Requested Agenda Date: 05.18.2019

Short Title of Agenda Item:

(No acronyms please)

Federal Lands Access Program - additional federal information for project.

This Item Involves: (Check all that apply for this meeting.)

- | | |
|---|--|
| <input type="checkbox"/> Order or Resolution | <input type="checkbox"/> Appointments |
| <input type="checkbox"/> Ordinance/Public Hearing: | <input type="checkbox"/> Update on Project/Committee |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible |
| <input type="checkbox"/> Public Comment Anticipated: | <input type="checkbox"/> Discussion & Action |
| Estimated Time: | Estimated Time: |
| <input type="checkbox"/> Document Recording Required | <input type="checkbox"/> Purchase Pre-Authorization |
| <input type="checkbox"/> Contract/Agreement | <input checked="" type="checkbox"/> Other |

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Western Federal Lands Hwy Division

Contractor/Entity Address: 610 E. Fifth St., Vancouver, WA 98661

Effective Dates – From: July 2019

Through: End of 2019 Year

Total Contract Amount: 637,494.00

Budget Line:

Does the contract amount exceed \$5,000? ☐ Yes ☒ No

202-220-360-4187

Reviewed By:

 4/29/19
DATE Department Head

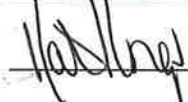
Required for all BOC meetings

 5/14/19
DATE Admin. Officer/BOC Office

Required for all BOC meetings

Please See Email 4/29/19
DATE County Counsel

*Required for all legal documents

 5/2/19
DATE Finance Office

*Required for all contracts; other items as appropriate.

DATE Human Resources

*If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Morrow County Road department had applied for a grant with the FLAP Federal lands Access Program in November of 2016 for paving 0.5 miles of the East of Morphine road between Highway 207 and the OHV park. Repair and re-gravel the 10.35 miles East Morphine road / Forest Service Road 21. between the OHV park and Tupper Road. The agreement was signed and approved 03.27.2019. These following forms are formality for the Federal Funds that will be received. You will find, The agreement for the in kind work that Morrow County will complete in with our own labor and equipment. This has been signed by Mr. Russell. Then the Memorandum of Agreement signed by Mr. Doherty. Included is the Amendment 1 of the Memorandum of agreement which has some changes from the previous in Match and Share requirements. Then there is a lobbying activities document which only the Chair will sign this, small enough project other items don't pertain. The assurance document just is making sure we follow all the rules. Information is our audit information, Kate Knop had completed this and will need Chairs signature for clarification on this. Finally is the application for federal assistance that gets completed as projects are selected and a new form is completed, we will need Chairs signature on this.

2. FISCAL IMPACT:

The budget will receive 637,494.00 additional to complete the project, For the physical year 2019/2020

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to direct Chair Mr. Jim Doherty so sign additional documents needed for the Federal Lands Access Program funds grant.

☒ Attach additional background documentation as needed.

Sandra Pointer

From: Richard Tovey
Sent: Monday, April 29, 2019 4:43 PM
To: Justin Nelson; Sandra Pointer; Darrell Green; Roberta Lutchter
Cc: Matt Scrivner; Kate Knop
Subject: Re: Federal Lands Access Program additional documents

I have reviewed the packet and have no issues with form or content. There is no issue with this packet going to the BOC.

Thanks-
Rich

Richard S. Tovey
Deputy District Attorney
Morrow County District Attorney's Office

Sent from my BlackBerry 10 smartphone on the Verizon Wireless 4G LTE network.

From: Justin Nelson
Sent: Monday, April 29, 2019 4:39 PM
To: Sandra Pointer; Richard Tovey; Darrell Green; Roberta Lutchter
Cc: Matt Scrivner; Kate Knop
Subject: RE: Federal Lands Access Program additional documents

Richard,

Can you please review this for Sandi?

Thank you,
-Justin

Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us

From: Sandra Pointer
Sent: Monday, April 29, 2019 4:18 PM
To: Justin Nelson <jnelson@co.morrow.or.us>; Richard Tovey <rtovey@co.morrow.or.us>; Darrell Green <dgreen@co.morrow.or.us>; Roberta Lutchter <rlutchter@co.morrow.or.us>

Cc: Matt Scrivner <mscrivner@co.morrow.or.us>; Kate Knop <kknop@co.morrow.or.us>

Subject: Federal Lands Access Program additional documents

Hello Justin and Richard,

I am looking to get this on agenda for May 15th. This entire document is for the FLAP (Federal Lands Access Program) funds. These additional documents is just additional documentation and formality the federal programs want us to cover. Please find the original ones we have already signed to familiarize yourself with the program. All these are listed in the agreement but I guess they are wanting signatures. Kate has already filled her portion out with the audit information.

Please let me know if there is anything I can provide additional for you.

Thank you and I will get the Original up within this week.

Morrow County Public Works

Sandi Pointer

Management Assistant

365 W. Hwy 74, P.O. Box 428

Lexington, OR. 97839

541-240-1761 Cell Phone

541-989-8166 Office

541-989-8352 Fax

spointer@co.morrow.or.us

Road,Airport,Waste Management,Parks and General Maintenance

Visit us on the web www.co.morrow.or.us

Signed Federal Lands Access Program Match
Agreement. Morrow County to do in kind work.

**Federal Lands Access Program
Match Agreement**

State: Oregon

Project Number/Name: OR MORROW 847(1) / Road 847 Surface Improvements

Parties to this Agreement:

U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA

and

MORROW COUNTY

Purpose of Agreement:

The purpose of this agreement is to document the intent of MORROW COUNTY to meet its match requirement for the subject project as authorized under 23 USC 201(b)(7)(B).

With this agreement, Western Federal Lands Highway Division, FHWA authorizes this project as eligible for federal participation. The purpose of this project is to pave 0.5 miles of East of Morphine Road between Highway 207 and OHV Park. Repair and regravels the 10.35 miles of East Morphine Road between OHV Park and Tupper Road. This agreement does not commit the parties to complete the project, but, rather sets forth the respective responsibilities as the project proceeds. Any subsequent decisions to complete final design and to construct the project will depend on authorizing legislation, NEPA analysis, availability of appropriations, and matching funds at the time of obligation.

The authority for FHWA to enter into this agreement is under Title 23 U.S.C. Section 204.

Funding:

The Federal Lands Access Program (FLAP) under Fixing America's Surface Transportation Act (FAST Act) authorizes FHWA to provide funding for specific projects. The Program Decision Committee (PDC), consisting of FHWA, the State of Oregon, and an organization representing the local agencies of the state, is designated to jointly decide upon projects funded in the state. The PDC has selected this project for programming under the Oregon State Federal Lands Access Program.

All FLAP expenditures associated with this project after execution of this match agreement will need to be matched by a Non-Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. The matching requirement under the FAST Act will be met by MORROW COUNTY and other agencies that have committed to the project in subsequent agreements. The forms of match *shall* be those consistent with the 'Federal-Aid Guidance Non-Federal Matching Requirements' *and as approved by FHWA*. In the state of Oregon, the match rate is 10.27% of the total project cost.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. The terms and form of the Match will be documented in the project Memorandum of Agreement (MOA) in coordination with MORROW COUNTY AND US FOREST SERVICE to be executed at a later date. The final Match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined.

**Federal Lands Access Program
Match Agreement**

Federal Lands Access Program funds are administered by FHWA and are subject to annual appropriations from Congress. This document does not commit FHWA to advance the project or provide funds for the project, but provides the required matching funds if FHWA expends funds to advance the project.

The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount.

Agency Contributions:

Agency	Percentage of Match	Total Match as a Percentage (%)
MORROW COUNTY	100%	10.27%
		10.27%

MORROW COUNTY is ONLY responsible for their respective match as shown above. The required local match listed in the FLAP application was \$72,964. The value of the match will be confirmed during the development of the Project Memorandum of Agreement.

Modification:

This agreement is expected to be replaced and superseded by the execution of a project Memorandum of Agreement.

This Agreement shall be effective as of the date of the last signature:

U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA

Approved By:



Dan Donovan, Chief of Business Operations

4.2.2018

Date

MORROW COUNTY

Approved By:



Don Russell, Commissioner, Chair

Feb. 14, 2018

Date

Signed (3/27/2019) Federal Lands Access Program
Project Memorandum of Agreement.

This is the primary agreement and following is
Mentioned in this document.

Federal Lands Access Program

Project Memorandum of Agreement

Project / Facility Name: OR MORROW 847(1), Road 847 Surface Improvements

Project Route: East of Morphine Road, Road 847

State: Oregon

County(ies): Morrow

Owner of Federal Lands to which the Project Provides Access: Umatilla National Forest

Entity with Title or Maintenance Responsibility for Facility: Morrow County

Type of Work:

NEPA

Preliminary Engineering,

Rehabilitation,


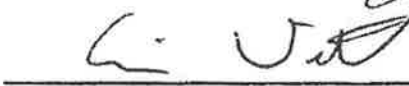
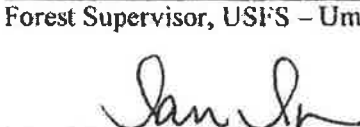
Construction Engineering / Contract Administration

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: Federal Highway Administration, Western Federal Lands Highway Division and Morrow County.

The Program Decision Committee approved this project on November 22, 2016.

AGREED:

 Morrow County Board Chair	3-27-19 Date
 Forest Supervisor, USFS - Umatilla National Forest	3-29-19 Date
 Director of Program Administration, FLHD	4.2.2019 Date

A. PURPOSE OF THIS AGREEMENT:

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to insure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Morrow County agrees to provide a match funding according to the Match Agreement signed on April 2, 2018.

B. AUTHORITY:

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT:

Morrow County has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION:

Morrow County has coordinated project development with the USFS – Umatilla National Forest. The USFS – Umatilla National Forest support of the project is documented in the FLAP Applications OR-FY16-16 and OR-FY16-35.

Each party to this agreement who has a primary role in NEPA, design or construction should coordinate their activities with the USFS – Umatilla National Forest.

E. PROJECT BACKGROUND / SCOPE:

Forest Road 847, as known as East of Morphine Road, is a primary connector in Grant and Morrow Counties through the Umatilla National Forest. The road serves as a major route for commerce and emergency services, recreational and residential cabins, access to the Umatilla National Forest's Tupper Work Center and is a popular hunting and camping area. This not only is the primary access for the homes and cabins adjacent to this road, but for the ranchers who use this road daily during the summer months to move livestock and to monitor their pastures and livestock. With the creation of the Morrow-Grant County OHV park, significantly more recreational uses are driving the road. The road is maintained as a year-round route to travel to Grant County and the town of Monument. The road is a county maintained gravel road that varies in width from 24 to 28 feet, but lacks adequate surface material to maintain a smooth driving surface. The road also has many curves and follows the terrain and is adjacent to mountain streams causing drainage issues.

This project will pave a 2" mat for the first 0.50 miles from Highway 207 to just past the entrance of the OHV park. From there the road will be rehabilitated to provide a more

consistent width, shaped to enhance surface drainage and crushed aggregate base and surface course will be applied. The project termini will be the intersection of Forest Road 847 and Tupper Road / Forest Road 030.

F. PROJECT BUDGET:

See the Match Agreement signed on April 2, 2018.

Phase	FLAP Funds			Partner Match		Total
	To FHWA	MC	Total	MC	Total	
PE	\$7,500.00	\$75,000.00	\$82,500.00	\$9,442.49	\$9,442.49	\$91,942.49
CN	\$7,500.00	\$547,494.00	\$554,994.00	\$63,521.55	\$63,521.55	\$618,515.55
	\$15,000.00	\$622,494.00	\$637,494.00	\$72,964.04	\$72,964.04	\$710,458.04

G. ROLES AND RESPONSIBILITIES:

Morrow County will provide full support in the NEPA and environmental review process. This includes, but is not limited to: obtaining permits, providing documentation to support NEPA, Endangered Species Act (ESA), and Section 106 compliance, performing studies, etc. FHWA will be responsible for making the NEPA decision.

Morrow County will administer the other phases of project development such as survey, geotechnical investigation (if required), hydraulic investigation (if required) right-of-way plan preparation (if required), preliminary and final design. The project will be designed using the Oregon Standard Drawings. Morrow County will obtain, or will require the contractor to obtain, all necessary Federal, State, or local permits.

Morrow County will be responsible for the acquisition of any rights-of-way, easements and / or permits necessary to complete the project. Morrow County will not initiate right-of-way acquisition until FHWA has written an environmental decision document.

Although not expected, prior to Morrow County soliciting bids for the project, Morrow County will certify to FHWA that all right-of-way appraisals and acquisitions have been performed in accordance with the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 and the Uniform Relocation Act Amendments of 1987.

Although not expected, Morrow County will be responsible for the relocation of any utilities necessary to complete the project. In accordance with 23 CFR PART 645.103; any applicable reimbursement to the utility company will be governed by State and federal Laws and regulations, or Occupancy Permits.

During the construction phase, Morrow County will appoint a Project Engineer to oversee and inspect the work to ensure a quality product. The construction will be governed by the Oregon Standard Specifications for Construction, 2015 Edition.

Morrow County will be responsible for the following:

- Appointing a representative who will be the primary contact for FHWA's Project Manager.
- Project activities identified in Section P.
- Provide appropriate match to all FLAP funds expended on the project even if the project is terminated prior to completion.

- Upon completion of construction, provide copies of final inspection demonstrating the project has been constructed in substantial conformity with the approved plans and specifications.
- Provide written confirmation of its final acceptance of the constructed project.
- Compliance with terms and conditions as noted in 2 CFR 200 Common Rule Requires and other legal requirements contained in Attachment 1.

USFS – Umatilla National Forest will be responsible for the following:

- Appointing a representative who will be the primary contact for FHWA’s Project Manager.
- Project activities identified in Section P.
- Provide written confirmation of its final acceptance of the constructed project.

FHWA will be responsible for the following:

- Stewardship and oversight activities identified in Section P.
- FHWA decisions that may not be delegated, identified in Section P.

H. ROLES AND RESPONSIBILITIES – SCHEDULE:

Responsible Lead	Product/Service	Schedule Finish
Morrow County	30% Design	July 2019
Morrow County	Environmental Reviews and Studies	October 2019
FHWA	NEPA Decision	December 2019
Morrow County	Final Design	April 2020
Morrow County	Construction	Summer 2020

I. PROPOSED DESIGN STANDARDS:

The following design criteria will be applied on the project:

	Criteria	Comments
Standard Design	AASHTO Low Volume	Oregon Standard Drawings
Functional Classification	Minor Collector	Forest Road 847, East of Morphine Lane
Surface Type	Asphalt and Aggregate	0.5 mile will be asphalt remaining will be aggregate
Design Volume	600	Average Daily Traffic (493) Seasonal Average (523)

J. FUNDING:

The Match Agreement executed on April 2, 2018 contains the funding source and amounts for the project.

Fund Source	Amount	Comments
Title 23 FLAP funds – K200 (89.73%)	PE - \$75,000 CE/CN/CM - \$547,494	\$7,500 for PE S/O and NEPA and \$7,500 for CE/CN S/O and NEPA
Local Matching Share – Morrow County (10.27%)	\$72,965	
TOTAL	\$710,459	

K. MATCHING SHARE REQUIREMENTS:

The Match Agreement executed on April 2, 2018 contains the terms and conditions of how the required match will be met. All records associated with valuations or costs under Section K shall be accessible and maintained for three years following project close-out.

Any cost increases due to contract modifications or claims, including FHWA administrative costs for the CM or claim will be the responsibility of all parties at the rates indicated in the project match agreements.

The final cash Match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Modifications, if costs increase over the amount within this agreement, the PDC will consult with the signing agency before granting approval.

Valuation of real property, services, materials, equipment, and use of facilities will be established at fair market value (FMV), as determined by applicable Federal grant administration regulations [49 CFR 18 or 19] and Federal cost principles. Final in kind Match will be determined based on actual expenditures at the conclusion of project work in order to determine the minimum match commitment has been met. The value of In kind match may need to be supplemented in order to meet the minimum match requirement. If the value of In kind match is in excess of the minimum match, the excess value will not be returned or reimbursed.

L. PROJECT TEAM MEMBERS – POINT OF CONTACT:

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Name / Title	Organization	Phone No. / Email
Sandi Pointer, Management Assistant	Morrow County	547-989-9500 spointer@co.morrow.or.us
Lonnie Ruchert, Forest Road Manager	USFS – Umatilla National Forest	541-278-3779 541-278-3749 lruchert@fs.fed.us jneer@fs.fed.us
Neal Christensen, Program Manager	FHWA	360-619-7780 Neal.christensen@dot.gov

Joe Neer,
Acting Staff
Officer

M. CHANGES / AMENDMENTS / ADDENDUMS:

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; change that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notifications to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX:

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA	Morrow County	USFS - UNF	Time
Neal Christensen Program Manager neal.christensen@dot.gov 360-619-7780	<i>Matt Scrivner</i> <i>MC Public Works Director</i> mscrivner@co.morrow.or.us 541-989-9500	Joe Neer Acting Staff Officer jneer@fs.fed.us 541-278-3749	15 Days
Pete Field Environment, Planning and Programming Branch Chief Peter.field@dot.gov 360-619-7619	<i>Sandi Pointer</i> <i>MC Management Assistant</i> spointer@co.morrow.or.us 541-989-9500	Eric Watrud Forest Supervisor 541-278-3752 eric.watrud@usda.gov	15 Days
Dan Donovan Chief of Business Operations Daniel.donovan@dot.gov 360-619-7966	<i>Eric Imes</i> <i>MC Assistant Road Master</i> eimes@co.morrow.or.us 541-989-9500		15 Days

O. TERMINATION:

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

P. STEWARDSHIP & OVERSIGHT ACTIVITIES:

Phase	Activity	Roles			Comments
		Morrow County	USFS - UNF	FHWA	
Planning & Programming	Evidence of funding allocation	Signed Match Agreement		File copy	Completed
Planning & Programming	Memorandum of Agreement with scope, schedule, & budget	Sign MOA	Sign MOA	Sign MOA, File copy	
Environment	Identify NEPA contact			Provide	FHWA must be a lead agency on NEPA
Environment	Complete all environmental documents necessary for FHWA to develop an environmental decision (ESA, Section 106, 4F, etc.)	Provide		Review and prepare environmental decision	
Environment	NEPA – Tribal coordination			Provide	FHWA must perform this task
Environment	Obtain environmental permits	Provide		File copy	
Environment	FHWA NEPA decision	Comply		Provide	FHWA approval needed
Design	Review or approve design exceptions	Provide	Concur	Approve	Follow ODOT's process
Design	Obtain all permits necessary for construction	Provide		Approve	
Acquisitions	Approval of proprietary products	Provide		Approve	
Acquisitions	Contract package for required clauses (Civil Rights, Davis Bacon, Buy America/American, etc.)	Provide		Approve	
Acquisitions	Receive copy of award package	Provide	File copy	File copy	
Acquisitions	Review and approve contract modifications	Provide	Concur	Approve	
Construction	Attend Pre-Construction Meeting	Attend	Attend	Attend as determined by FHWA	
Construction	Mid construction project inspection	Attend	Attend	Attend as determined by FHWA	

Construction	Final Project Inspections	Attend	Attend	Attend as determined by FHWA	
Construction	Construction photographs of project, before, during (quarterly) and post construction	Provide	File	File	
Construction	Copy of As-Builts	Provide	File	File	
Construction	Contract disputes (Claims)	Provide		Review and Provide assistance as warranted	
Construction	Copy of Final Construction Acceptance Letter and report	Provide	Provide	Review	

Attachment 1

2 CFR 200 Common Rule Requirements and Other Legal Requirements

A. GENERAL TERMS AND CONDITIONS

Background. To promote accelerated and efficient delivery of projects that benefit Federal Land Management Agencies, the Secretary has exercised his discretion under 23 U.S.C. § 201(a) and § 204(a)(3) to apply Title 23 U.S.C. Chapter 1 requirements (Federal Aid requirements) to Federal Lands Access Projects delivered by State Departments of Transportation (DOTs) and local public agencies that are evaluated and certified by State DOTs to deliver Federal Aid projects. In instances where a local public agency is not certified to deliver Federal-aid projects and Federal Lands Access projects are delivered by the local public agency cooperatively with Federal Lands Highway Division office oversight, the government-wide Common Rule (2 CFR 200) will be applied. This cooperative relationship will enable the FLH to identify any federal law issues in cooperation with the local public agency which may arise in the project development and delivery process.

1. The Agreement provides funds on a reimbursable basis to the Servicing Agency for the project described in the Access Program Project Memorandum of Agreement.
2. The Government's liability to make payments to the Servicing Agency under the Agreement is limited to those funds obligated by the Government under the Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.
3. The Servicing Agency agrees to abide by and comply with all terms and conditions of the Agreement and to abide by, and comply with, all requirements of applicable law, including those specified in this Attachment, which are considered as an integral part of the Agreement.
4. In the case of any inconsistency or conflict between the specific provisions of the Agreement and this Attachment, such inconsistency or conflict shall be resolved by giving preference to the Agreement.
5. The Servicing Agency shall be responsible for ensuring that the Project is designed and/or constructed in accordance with the Agreement, and all applicable Federal laws, regulations and policies of the Federal Highway Administration ("FHWA" also referred to herein as the "Government").
6. Reimbursement of costs incurred pursuant to the Agreement will be made pursuant to and in accordance with 2 CFR Part 200 and the provisions of such regulations and procedures as the Government may prescribe. Determination of allowable costs incurred by the Servicing Agency under the Agreement shall be made in accordance with applicable government-wide cost principles under 2 CFR 200. Closeout of the Agreement shall be based upon a determination that all applicable administrative actions and all required work of the Agreement have been completed in accordance with 2 CFR Part 200. Upon the Government's review of all financial, performance, and other reports required as a condition of the Agreement, the Government may make any upward or downward adjustments to the allowable costs in accordance with 2 CFR 200.
7. The Servicing Agency agrees to carry out and complete the Project without undue delays and in accordance with the terms of the Agreement, including the Project Schedule set out in the Agreement, or in the Access Program Project Memorandum of Agreement if no Schedule is included in this Agreement, and comply with such regulations and procedures as the Government may prescribe.
8. The Servicing Agency agrees to retain all documents relevant to the Project for a period of three years from completion of the Project and receipt of final reimbursement from the Government. The Servicing Agency agrees to furnish the Government, upon request, all documents and records pertaining to the Project.
9. The Government is subject to the Freedom of Information Act (FOIA). The Servicing Agency should therefore be aware that all materials submitted by the Servicing Agency related to the

Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

10. The Government shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this the Servicing Agency's work under the Agreement. The Government will be responsible for damages or injuries caused by the negligence of its own employees, to the extent permitted under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.
11. To the extent that the State has not already enacted legislation regarding texting while driving, the Government encourages the Servicing Agency to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government. See Executive Order 13513 "Federal Leadership on Reducing Text Messaging While Driving", Oct. 1, 2009 (available at <http://edocket.access.gpo.gov/2009/E9-24203.htm>) and DOT Order 3902.10 "Text Messaging While Driving", Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf) This includes, but is not limited to, the Servicing Agency:
 - a. Considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
 - b. Conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
 - c. Encouraging voluntary compliance with the agency's text messaging policy while off duty.

The Servicing Agency is encouraged to insert the substance of this clause in all contracts and subcontracts.

B. APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into the Agreement, the Servicing Agency assures, certifies, and agrees to comply with all applicable Federal laws, regulations, policies, guidelines, and requirements as they relate to the use of Federal funds for this Project including, but not limited to, the following:

General Federal Legislation

- Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- Hatch Act - 5 U.S.C. §§ 1501, et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title - 42 U.S.C. §§4601, et seq.
- National Historic Preservation Act of 1966 – 16 U.S.C. § 470, et seq.
- Archaeological Resources Protection Act – 16 U.S.C. 470aa, et seq.
- Native American Graves Protection and Repatriation Act - 25 U.S.C. § 3001, et seq.
- National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- Endangered Species Act of 1973, as amended - 16 U.S.C. §§ 1531-1544
- Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. §§ 1271, et seq.
- Federal Water Pollution Control Act, as amended - 33 U.S.C. §§ 1251-1376
- Clean Air Act – 42 U.S.C. § 7401, et seq.
- Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.
- Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d et seq.

- Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1855
- Farmlands Protection Policy Act of 1981 – 7 § U.S.C. 4201
- Noise Control Act of 1972 – 42 U.S.C. § 4901, et seq.
- Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. § 138
- Resource Conservation and Recovery Act of 1976 (RCRA), as amended -- 42 U.S.C. §§ 6901, et seq.
- Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended --42 U.S.C. §§ 9601-9657
- Safe Drinking Water Act -- 42 U.S.C. §§ 300f-300j-6
- Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901, et seq.
- Migratory Bird Treaty Act 16 U.S.C. § 760c-760g
- The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- Buy America Act – 23 U.S.C. § 313 (see http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)
- Nondiscrimination – 23 U.S.C. § 140

General Federal Regulations

- Suspension and Debarment – 2 CFR Parts Part 180
- Non-procurement Suspension and Debarment – 2 CFR Part 1200
- External Programs – 23 CFR Part 230
- Manual on Uniform Traffic Control Devices – 23 CFR Part 655
- Environmental Impact and Related Procedures – 23 CFR Part 771
- Procedures for Abatement of Highway Traffic and Construction Noise – 23 CFR Part 772
- Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 CFR Part 774
- DOT's oversight of DOJ's ADA regulations for non-transit programs, including the ADA Accessibility Guidelines, required by the DOJ regulations at – 28 CFR Part 35
- Procedures for predetermination of wage rates – 29 CFR Part 1
- Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 CFR Part 3
- Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 CFR Part 5
- Permitting Requirements under the National Pollutant Discharge Elimination System – 40 CFR Part 122.
- Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60, et seq.
- Uniform administrative requirements, cost principles, and audit requirements for Federal Awards – 2 CFR Part 200
- New Restrictions on Lobbying – 49 CFR Part 20
- Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21
- Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
- Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26

- Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
- Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
- Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
- Government-wide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
- DOT's implementing ADA regulations for transit, including the ADA Accessibility Guidelines in Part 37, Appendix A – 49 CFR Parts 37 and 38
- Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 CFR Part 40
- 23 C.F.R. Part 710 applies unless otherwise agreed to by FHWA

The Servicing Agency, when contracting for work to be performed under this Agreement, will include in the prime contract the applicable provisions required under 2 CFR 200.326.

The Servicing Agency, when contracting for construction services, shall ensure that all laborers and mechanics employed by contractors or subcontractors on the construction work shall be paid wages at rates not less than those prevailing on the same type of work on similar construction in the immediate locality as determined by the Secretary of Labor in accordance with sections 3141, 3146, and 3147 of title 40.

C. ASSURANCES AND CERTIFICATIONS

TITLE VI ASSURANCE (Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 CFR Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By entering into the Agreement, the Servicing Agency (also herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal funds from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964);

- 28 CFR section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Servicing Agency hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Servicing Agency, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Servicing Agency agrees with and gives the following Assurances with respect to its receipt of funds for this project:

1. The Servicing Agency agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Servicing Agency will insert the following notification in all solicitations for bids and requests for proposals for work or materials, regardless of funding source:
 - a. *“The Servicing Agency, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Servicing Agency will insert the clauses of Appendix A of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Servicing Agency will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Servicing Agency receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Servicing Agency receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Servicing Agency will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Servicing Agency with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Servicing Agency or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal funds were extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Servicing Agency retains ownership or possession of the property.
9. The Servicing Agency will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other parties funded in whole or part from the funds provided under this Agreement will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Servicing Agency agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing the Agreement, the Servicing Agency also agrees to comply (and require any sub- recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. The Servicing Agency also recognizes that it must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. The Servicing Agency must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, the Servicing Agency must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Servicing Agency gives this ASSURANCE in consideration of and for obtaining any Federal funds, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation.

This ASSURANCE is binding on the Servicing Agency, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the funds provided under this Agreement.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-funded programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Servicing Agency or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Servicing Agency or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Servicing Agency will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Servicing Agency or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Servicing Agency to enter into any litigation to protect the interests of the Servicing Agency. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Servicing Agency under the terms of the Agreement:

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
3. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Servicing Agency and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Servicing Agency pursuant to the provisions of this Agreement:

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Servicing Agency will there upon revert to and vest in and become the absolute property of the Servicing Agency and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

A. ASSURANCE OF DISCLOSURE OF LOBBYING ACTIVITIES

Certification for Contracts, Grants, Loans, and Agreements

The person signing this Agreement for the Servicing Agency certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any grant agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts and contracts under grants, loans and grant agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352, title. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Servicing Agency certifies that it will, or will continue, to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Servicing Agency's workplace, and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Servicing Agency's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of work supported by the Agreement be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment supported by the Agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph 4.b. from an employee or otherwise receiving actual notice of conviction.

Employers of convicted employees must provide notice, including position title, to FHWA. Notice shall include the order number of the Agreement.

6. Taking one of the following actions, within 30 days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. The Servicing Agency *may*, but is not required to, provide the site for the performance of work done in connection with the Agreement. For the provision of services pursuant to the Agreement, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the Agreement. If the Servicing Agency does so, the Servicing Agency shall identify the Places of Performance by listing the street address, city, county, state, zip code. Also identify if there are workplaces on file that are not identified in this section of the Agreement.

C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

2 CFR Parts 180, 1200, 48 CFR Part 9, and 49 CFR Part 32

These assurances and certifications are applicable to all construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200, and 48 CFR Part. 9.

By entering into this Agreement the Servicing Agency is providing the assurances and certifications for First Tier Participants and Lower Tier Participants as set out below.

1. Instructions for Certification – First Tier Participants:
 - a. The prospective first tier participant is providing the certification set out below.
 - b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
 - c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
– First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph a.2. of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
 - b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Instructions for Certification - Lower Tier Participants:
- (Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)
- a. The prospective lower tier participant is providing the certification set out below.
 - b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
 - d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient and subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal

funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
 - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
 - h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Participants:
- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D. ASSURANCE OF ADEQUATE FINANCIAL SYSTEMS AND CONTROL OF PROJECT COSTS

- 1. The Servicing Agency will be reimbursed in accordance with the terms of this Agreement.

2. The Servicing Agency shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government. Reimbursement will only be made for expenses incurred after execution of a project agreement.
3. The Servicing Agency shall ensure that the funds provided by the Government are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.
4. Any Federal funds not expended in conjunction with the Project will remain the property of the Government.
5. Financial Management System: By signing this Agreement, the Servicing Agency verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 2CFR Part 200.302. The Servicing Agency's failure to comply with these requirements may result in Agreement termination.
6. Allowable Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., 2 CFR Part 200. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

E. TRANSPARENCY ACT REQUIREMENTS

Pursuant to the Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252, hereafter referred to as "the Transparency Act" or "the Act") and the OMB Interim Final Rule (75 FR 55663 (September 14, 2010) (available at <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>) (codified at 2 CFR Part 170), the Servicing Agency is required to report as required under the Act: The Servicing Agency shall also report information for its prime contractor.

1. Reporting Obligations

- a. Applicability. Unless the Servicing Agency (hereinafter in this section referred to as "you") are exempt as provided in paragraph 4. of this section, you must report each action that obligates \$25,000 or more in Federal funds for a prime contract to an entity (see definitions in subsection 5. of this section).
- b. Where and when to report.
 1. You must report each obligating action described in subsection 1.a. of this section to <http://www.fsrs.gov>.
 2. For contractor information, report no later than the end of the month following the month in which the contract was executed. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- c. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

2. Reporting Total Compensation of Executives.

- a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

1. The total Federal funding authorized to date under this award is \$25,000 or more;
2. In the preceding fiscal year, you received—
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- b. Where and when to report. You must report executive total compensation described in subsection 2.a. of this section:
 1. As part of your registration profile at <https://www.sam.gov>
 2. By the end of the month following the month in which this award is made, and annually thereafter.
3. Reporting of Total Compensation of Prime Contractor's Executives.
 - a. Applicability and what to report. Unless you are exempt as provided in subsection d. of this section, for each prime contractor receiving funds for which reimbursement will be sought, you shall report the names and total compensation of each of the prime contractor's five most highly compensated executives for the prime contractor's preceding completed fiscal year, if—
 1. In the prime contractor's preceding fiscal year, the contractor received—
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - b. Where and when to report. You must report the prime contractor's executive total compensation described in subsection 3.a. of this section:
 1. To <http://www.fsrs.gov>.

2. By the end of the month following the month during which you executed the prime contract. For example, if a prime contract is executed on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the prime contractor by November 30 of that year.

4. Exemptions.

If, in the previous tax year, you or the prime contractor had gross income, from all sources, under \$300,000, you are exempt from the requirements to report prime contracts and the total compensation of the five most highly compensated executives of any prime contractor.

5. Definitions. For purposes of this section:

a. Entity means all of the following, as defined in 2 CFR Part 25:

1. A Governmental organization, which is a State, local government, or Indian tribe;
2. A foreign public entity;
3. A domestic or foreign nonprofit organization;
4. A domestic or foreign for-profit organization;
5. A Federal agency, but only as a contractor or subcontractor to a non-Federal entity.

b. Executive means officers, managing partners, or any other employees in management positions.

c. Total compensation means the cash and noncash dollar value earned by the executive during the Servicing Agency's or prime contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. Salary and bonus.
2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.
6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

F. SINGLE AUDIT INFORMATION FOR SERVICING AGENCIES

To maximize the transparency and accountability of funds authorized under the Act as required by Congress and in accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", the Servicing Agency agrees to maintain records that identify adequately the source and application of FHWA funds.

Federal Lands Access Program Project Memorandum of Agreement that was signed 3/27/19 Amendment 1 This amendment is just defining the terms of the match (in-kind and will be met by summer 2020).

Federal Lands Access Program

Project Memorandum of Agreement – Amendment 1

Project / Facility Name: OR MORROW 847(1), Road 847 Surface Improvements

Project Route: East of Morphine Road, Road 847

State: Oregon

County(ies): Morrow

Owner of Federal Lands to which the Project Provides Access: Umatilla National Forest

Entity with Title or Maintenance Responsibility for Facility: Morrow County

Type of Work:

NEPA

Preliminary Engineering,

Rehabilitation,

Construction Engineering / Contract Administration

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: Federal Highway Administration, Western Federal Lands Highway Division and Morrow County.

The Program Decision Committee approved this project on November 22, 2016.

AGREED:

Morrow County Commissioner, Morrow County

Date

Forest Supervisor, USFS – Umatilla National Forest

Date

Director of Program Administration, FLHD

Date



Replace Sections F and K with the following:

F. PROJECT BUDGET:

Phase	FLAP Funds			Partner Match		Total
	To FHWA	MC	Total	MC	Total	
PE	\$7,500.00	\$75,000.00	\$82,500.00	\$9,442.49	\$9,442.49	\$91,942.49
CN	\$7,500.00	\$547,494.00	\$554,994.00	\$63,521.55	\$63,521.55	\$618,515.55
	\$15,000.00	\$622,494.00	\$637,494.00	\$72,964.04	\$72,964.04	\$710,458.04

K. MATCHING SHARE REQUIREMENTS:

The purpose of this section is to document the intent of Morrow County to meet its match requirement for the subject project as authorized under Section 23 USC 201(b)(7)(B). All FLAP expenditures associated with this project will need to be matched by a non-Federal sources, other Federal funds other than those made available under Title 23 and 49 of the United States Code, or by funds made available under 23 USC 202 and 203. The matching requirement under the FAST Act will be met by Morrow County

Morrow County has committed to the project. The forms of match shall be those consistent with the "Federal-Aid Guidance Non-Federal Matching Requirements" and as approved by FHWA-WFL. In the state of Oregon, 10.27% of the total project cost.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. Timing of all fund transfers are specified under the Funding Plan. Tapered Match is authorized because it will result in an earlier completion date.

Estimated cost and fiscal year (FY) for the funding are based on the best budgeting and scheduling information known at the time. The final match will be determined based on actual expenditures at the conclusion of the project work. Matching cash funds in FHWA-WFL receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Modifications, if cost increase over the amount within this agreement, FHWA-WFL will consult with the agency providing match before granting approval.

Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action or resolution of all issues that arise from it.

The following agencies have agreed to contribute the amounts showing which will reduce the federal share by the same amount. The funding plan is as follows:

Agency	Phase	Form	Due	Value	Comments
Morrow County	PE/CN	In-Kind Services	7/1/2020	\$72,964.04	

Federal Lands Access Program Disclosure of Lobbying
Activities. Federal Aid requirement.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input type="text" value="Morrow County"/> * Street 1: <input type="text" value="365 W. Hwy 74,"/> * City: <input type="text" value="Lexington"/> State: <input type="text" value="OR: Oregon"/> Zip: <input type="text" value="97839"/> Congressional District, if known: <input type="text" value="OR-002"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: <input type="text" value="FHWA - WFL"/>	7. * Federal Program Name/Description: <input type="text" value="Federal Lands Access Program"/> CFDA Number, if applicable: <input type="text" value="20.224"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text" value="637,494.00"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input type="text"/> * First Name <input type="text" value="NA"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text" value="NA"/> Middle Name <input type="text"/> * Last Name <input type="text"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input type="text"/> * Name: Prefix <input type="text" value="Mr."/> * First Name <input type="text" value="Jim"/> Middle Name <input type="text"/> * Last Name <input type="text" value="Doherty"/> Suffix <input type="text"/> Title: <input type="text" value="Comissioner"/> Telephone No.: <input type="text" value="541-676-5613"/> Date: <input type="text"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Federal Lands Access Program Assurances – of Construction
Programs.

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.



PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Chair, Jim Doherty
APPLICANT ORGANIZATION	DATE SUBMITTED
Morrow County	

Additional Required Statements and Assurances for Grant
Awards from Federal Highway Administration - Western
Federal Lands

**Additional Required Statements and Assurances for Grant Awards
from Federal Highway Administration - Western Federal Lands**

Date: 04/26/2019

Agency Name: Morrow County

Project Number and Name: OR MORROW 847(1), Road 847 Surface Improvements

1.)

The Applicant must provide a statement to indicate whether your organization has previously completed an A-133 Single Audit and, if so, the date that the last A-133 Single Audit was completed.

Has your organization had a Single Audit completed? Yes

If Yes, to Question Number 1, please provide the date the last Single Audit was completed. 01/03/2019

2.)

The Applicant must provide a statement regarding Conflicts of Interest. The Applicant must disclose in writing any actual or potential personal or organizational conflict of interest in its application that describes in a concise manner all past, present or planned organizational, contractual or other interest(s), which may affect the Applicants' ability to perform the proposed contract in an impartial and objective manner. Actual or potential conflicts of interest may include but are not limited to any past, present or planned contractual, financial, or other relationships, obligations, commitments or responsibilities, which may bias the Applicant or affect the Applicant's ability to perform the agreement in an impartial and objective manner. The AO will review the statement(s) and may require additional relevant information from the Applicant. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the Applicant may create an actual or potential conflict of interest. If any such conflict of interest is found to exist, the AO may (a) disqualify the Applicant, or (b) determine that it is otherwise in the best interest of the United States to contract with the Applicant and include appropriate provisions to mitigate or avoid such conflict in the agreement pursuant to 2 CFR 200.112.

Are there any actual or potential personal or organizational conflict of interest as delineated in the Question Number 2 above? No

If Yes, to Question Number 2, please provide the circumstances involving the actual or potential conflict of interest.

3.)

The Applicant must provide a statement regarding indicating whether a Federal or State organization has audited or reviewed the Applicant's accounting system, purchasing system, and/or property control system. If such systems have been reviewed, provide summary information of the audit/review results to include as applicable summary letter or agreement, date of audit/review, Federal or State point of contact for such review.

Has a Federal or State organization audited or reviewed the Applicant's accounting system, purchasing system, and/or property control system?

No

If Yes, to Question Number 3, please provide the following:

Date of Audit/Review:

Federal/State Point of Contact Information:

Name:

Phone Number:

Summary information of the audit/review results:

4.)

The Applicant must provide a statement regarding Terminated Contracts - List any contract/agreement that was terminated for convenience within the past 3 years, and any contract/agreement that was terminated for default within the past 5 years.

Has the Applicant had any contract(s)/agreement(s) terminated for convenience in the last 3 years, or default in the past 5 years? No

If Yes, to Question Number 4, please briefly explain the circumstances in each instance below

5.)

The Applicant must provide a statement disclosing any violations of Federal criminal law involving fraud, bribery, or gratuity violations. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 entitled Remedies for Noncompliance, including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321).

Has the Applicant had any violations of Federal criminal law involving fraud, bribery, or gratuity violations.? No

If Yes, to Question Number 5, please briefly explain the circumstances in each instance below:

Jim Doherty, Commissioner

Name and Title of Signature Authority



Federal Highway Administration –
Application for Federal Assistance.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

690567195000

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

Morrow County

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

93 600 2306

*** c. Organizational DUNS:**

0107411890000

d. Address:

*** Street1:**

365 W. Hwy 74

Street2:

PO Box 428

*** City:**

Lexington

County/Parish:

Morrow

*** State:**

OR: Oregon

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

97839-0428

e. Organizational Unit:

Department Name:

Public Works

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mrs.

*** First Name:**

Sandra

Middle Name:

*** Last Name:**

Pointer

Suffix:

Title:

Management Assistant

Organizational Affiliation:

*** Telephone Number:**

547-989-8166

Fax Number:

541-989-8352

*** Email:**

spointer@co.morrow.or.us

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Lands Access Program

11. Catalog of Federal Domestic Assistance Number:

20.224

CFDA Title:

Federal Lands Access Progra

* 12. Funding Opportunity Number:

OR-2016 Call for Projects

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Road 847 Surface Improvements

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

[Add Attachment](#)[Delete Attachment](#)[View Attachment](#)

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="637,494.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text" value="72,964.04"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="710,458.04"/>

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

[Add Attachment](#)[Delete Attachment](#)[View Attachment](#)

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

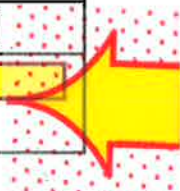
* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:





PLANNING DEPARTMENT

PO Box 40 • 205 Third Street NE
Irrigon, Oregon 97844
(541) 922-4624

MEMORANDUM

To: Morrow County Board of Commissioners
From: Carla McLane, Planning Director
Date: May 6, 2019
RE: Planning Update

The following represents current work and anticipated actions in the Planning Department during May, June and further into the year. It is not exhaustive.

Buildable Lands Inventory and Housing Analysis:

The BLI & HA is nearing completion. The Housing Strategies Report, the capstone product, has been provided to the Technical Advisory Committee for final review with comments due by May 13. The consultant team will then provide the final work products on or around May 20. A work session is being scheduled with the Planning Commission during this month's regularly scheduled meeting on May 28, 2019, which will be held at the Bartholomew Building in Heppner. An invite will also be extended to you all.

Community Wildfire Protection Plan:

Work on this project is also nearing completion. A final meeting of the Stakeholder Group is scheduled for later this month with a review by the Planning Commission also on May 28, 2019. While this item may not be a full work session, there will be discussion about the document and its planning implications.

Planning Commission Bylaws:

Planning staff have recently brushed the Planning Commission bylaws off, taking them to the Planning Commission for review. After discussion the current draft is included in this packet. The request would be a consensus to move the bylaws to your consent agenda for approval, or to move the bylaws back to the Planning Commission with any further recommendations for changes.

Onsite Waste Water Treatment Program:

We did it! It took until Friday, but DEQ has signed the agreement and we are live with Umatilla County Public Health! See the included Press Release!

Building Permit Program:

Some time ago Darrell asked for me to develop a broad based policy on how Building Permit Funds should be expended. To initiate policy development an understanding should be developed around the limitations of both the responsible state agency and municipalities with program responsibility. Oregon Revised Statute discusses the establishment and use of fees in several places, excerpted here:

455.210 Fees; appeal of fees; surcharge; reduced fees; rules.

(1) Fees shall be prescribed as required by ORS 455.020 for plan review and permits issued by the Department of Consumer and Business Services for the construction, reconstruction, alteration and repair of prefabricated structures and of buildings and

other structures and the installation of mechanical heating and ventilating devices and equipment. ...

(3)(a) A municipality may adopt by ordinance or regulation such fees as may be necessary and reasonable to provide for the administration and enforcement of any specialty code or codes for which the municipality has assumed responsibility under ORS 455.148 or 455.150. A municipality shall give the director notice of the proposed adoption of a new or increased fee under this subsection.

(c) Fees collected by a municipality under this subsection shall be used for the administration and enforcement of a building inspection program for which the municipality has assumed responsibility under ORS 455.148 or 455.150.

455.230 Use of Consumer and Business Services Fund moneys.

(1) Except as otherwise provided by law, all moneys appropriated or credited to the Consumer and Business Services Fund and received under this chapter, ORS 447.010 to 447.156, 447.992, 460.005 to 460.175, 460.310 to 460.370, 479.510 to 479.945, 479.995, 480.510 to 480.670 and ORS chapter 693 hereby are appropriated continuously for and shall be used by the director for the purpose of carrying out the duties and responsibilities imposed upon the department under this chapter, ORS 446.566 to 446.646, 446.661 to 446.756, 447.010 to 447.156, 447.992, 460.005 to 460.175, 460.310 to 460.370, 479.510 to 479.945, 479.995 and 480.510 to 480.670 and ORS chapter 693.

(2) Except as otherwise provided by law, all moneys appropriated or credited to the Consumer and Business Services Fund and received under ORS 446.003 to 446.200, 446.225 to 446.285, 446.395 to 446.420, 446.566 to 446.646, 446.661 to 446.756 and 455.220 (1) hereby are appropriated continuously for and shall be used by the director for the purpose of carrying out the duties and responsibilities imposed upon the department under ORS 446.003 to 446.200, 446.225 to 446.285, 446.395 to 446.420, 446.566 to 446.646 and 446.661 to 446.756, and education and training programs pertaining thereto.

A reasonable takeaway from these provisions is that fees can be established for the program, but those collected fees must then support that same program. Pushing those funds to support areas of county government not associated with the Building Permit program could be problematic should the local program be audited by the State.

Historically funds have supported Planning Department personnel and materials and services. There have been funds obligated for Comprehensive Plan, Zoning Ordinance and other Planning Department guidance and regulatory document updates. We have also targeted certain capital expenditures including GIS equipment and vehicles.

Work will continue for the next several years on document updates for which there is currently \$250,000 obligated. Current work on the BLI&HA is being completed with these funds. With a new building planned for the Irrigon community that will house the Planning Department funds could be used to support the portion of the building occupied by the Planning Department. Input from the Board of Commissioners concerning the expenditure of these funds would be appreciated as work moves forward to review the current Intergovernmental Agreement including any changes related to the fee distribution.

Code Enforcement:

Just a quick recap of the Code Enforcement work that has come out of the Planning Department over the past nine months or so:

Fourteen cases have been closed, thirteen of which concerned use of a recreational vehicle. These cases were closed because we achieved a level of compliance that was deemed acceptable. Those closed cases include three that resulted in approved hardship variances allowing the use of a recreational vehicle to care for an individual.

Thirty-two cases remain open including one temporary use permit for use of a recreational vehicle during recovery from surgery. Of these thirty-two cases twenty-four are related to use of a recreational vehicle.

Two cases have been identified to have the Chronic Nuisances section of the updated Code Enforcement Ordinance be applied. This will require assistance and participation of the Sheriff's Office.

World's Shortest Code Book:

To facilitate my retirement time line I have recently come across a development code that I have recommended that the Planning Commission consider for adoption. At this point in time there does seem to be some agreement that it could be beneficial to local landowners. The only opposition is from my staff. They like their jobs and feel this could negatively impact the need for their ongoing employment. I assured them the included appeal procedure would keep them busy indefinitely. Please consider when you review the proposed development code that all presentations should include one good joke.

BYLAWS

MORROW COUNTY PLANNING COMMISSION

WHEREAS, the Morrow County Planning Commission wishes to adopt BYLAWS in order to provide RULES AND PROCEDURES for its members, meetings, and activities. Therefore, the Commission hereby adopts the following, repealing the bylaws adopted on August 22, 2007:

ARTICLE I - Membership

- Section 1. Membership of the Planning Commission shall consist of nine members appointed by the Morrow County Board of Commissioners in accordance with ORS 215.030.
- Section 2. It shall be the policy of this Commission to recommend to the Board of Commissioners that any members are replaced if they have unexcused absences at three consecutive meetings.
- Section 3. Planning Commission membership shall consist of one four year term of office and a Commission member may be reappointed at the discretion of the Board of Commissioners without term limitation.

ARTICLE II - Officers and Duties

- Section 1. The Commission, at its regular January meeting, shall elect a chair and vice-chair from its membership.
- Section 2. The duties and powers of the officers of the Planning Commission shall be as follows:
- A. Chair:
 - (1) Preside at all meetings of the Commission.
 - (2) Call special meetings of the Commission in accordance with the bylaws.
 - (3) Sign documents of the Commission.
 - (4) Conduct all meetings in accordance with State laws, County ordinances, and the bylaws.
 - B. Vice-Chair:
 - (1) During the absence, disability, or disqualification of the chair, the vice-chair shall exercise or perform all the duties and be subject to all the responsibilities of the chair.
 - (2) The vice-chair shall succeed the chair if the office is vacated before the term is completed. The vice-chair is to serve the unexpired term of the vacated office. A new vice-chair shall be elected at the next regular meeting.

ARTICLE III - Meetings

- Section 1. All meetings and hearings of the Commission shall be conducted in accordance with ORS 192.610-690. Hearings shall be advertised as required by law and these rules.
- Section 2. The number of meetings per month and a schedule of meeting dates shall be established in December for the following year. That schedule can be altered or changed at any regularly scheduled meeting by majority vote of the Planning Commission. Any such meeting may be canceled by the consent of the majority of members at a previous meeting, or at the direction of the chair or vice-chair not less than 24 hours before the time established for such meeting. Planning staff may also initiate the cancellation of a Planning Commission meeting based on inclement weather or other extenuating circumstances, with approval of either the Chair or Vice-Chair.
- Section 3. Special Meetings may be held by vote of the majority of the members.
- Section 4. A quorum shall consist of a simple majority of all the members of the Commission, five members of the nine member Commission, and no action may be taken by the Commission except by the affirmative vote of a majority of the quorum.
- Section 5. Each member of the Commission shall conduct themselves in accordance with ORS Chapter 244 Government Standards and Practices.
- Section 6. The Planning Department shall keep minutes of the Commission's proceedings. Such minutes shall reflect the vote of each member when there is not a unanimous vote. Abstentions shall also be acknowledged in the minutes with a reason for the abstention.
- Section 7. Matters referred to the Commission by the Board of Commissioners shall be placed on the calendar for consideration and action at the first meeting of the Commission after such referral.
- Section 8. Robert's Rules of Order shall govern the proceedings of the Commission in all cases not otherwise provided for in these bylaws.

ARTICLE IV - Orders of Business

- Section 1. The public hearing procedure will be done in accordance with the Morrow County Zoning Ordinance.

ARTICLE V - Committees

- Section 1. The Commission may designate and provide for such committees as may be necessary to advise the Commission in carrying out the Commission's duties.
- Section 2. The Commission may define the duties of such committees that are appointed. It shall be the privilege of the committee to select the committee chair.
- Section 3. Ad hoc and/or standing committees shall automatically dissolve after one year unless reappointed by the Commission.

**Article VI - Planning Department
Responsibilities to the Planning Commission**

Section 1. It shall be the responsibility of the Planning Department to:

- (1) Keep the minutes of all meetings of the Commission in an appropriate manner.
- (2) Receive and process land use applications.
- (3) Prepare and send all notices required by law or the Bylaws.
- (4) Prepare the agenda for all meetings of the Commission.
- (5) Be the custodian of Commission records.
- (6) Inform the Commission of correspondence relating to business of the Commission and attend to such correspondence.
- (7) Prepare Commission correspondence when directed.
- (8) Handle funds allocated to the commission in accordance with County regulations.
- (9) Conduct other such Commission business as required or directed.

ARTICLE VII - Amendments

These Bylaws may be amended by action of the commission at any regular or special meeting, provided that notice of said proposed amendment is given each member in writing at least five (5) days prior to said meeting.

Adopted this _____ day of _____, 20____

MORROW COUNTY PLANNING COMMISSION

Jeff Wenholz, Chair

Mifflin Devin, Vice-Chair

BOARD OF COMMISSIONERS

Jim Doherty, Commissioner, Chair

Approved as to form:

Melissa Lindsay, Commissioner

Justin Nelson, County Counsel

Don Russell, Commissioner



Umatilla County Public Health

Environmental Health for Umatilla & Morrow

200 SE 3rd St., Pendleton, OR 97801

Office: 541-278-6394 Fax: 541-278-5433

www.ucohealth.net E-Mail - Health@umatillacounty.net



Serving Umatilla and Morrow Counties

MEDIA RELEASE

May 6, 2019

UCo Health assumes program responsibilities for onsite septic systems in Morrow County

UCo Health and Morrow County Planning are proud to announce that as of May 3, 2019 all program responsibilities for onsite septic systems in Morrow County have transferred from Oregon Department of Environmental Quality (DEQ) to UCo Health. This means that UCo Health is now responsible for conducting site evaluations, issuing construction permits, conducting pre-cover inspections, storage of historical records, and issuing authorization notices for most septic systems located in Morrow County. Additionally, UCo Health will also be responsible for all pumper truck inspections in Morrow County.

UCo Health has been providing these services for Umatilla County since November 1, 2016 and the transition to local oversight has proven to be beneficial for county residents. UCo Health has a long standing relationship with Morrow County and currently has additional partnerships with Morrow County Health Department administering the Food, Pool, and Lodging program, and providing programmatic support for the Nurse-Family Partnership program.

DEQ will retain authority for licensing contractors and pumpers, as well as permitting for systems with high strength waste and systems with flows over 2,500 gallons per day.

Applications for site evaluations, permits, etc. can be obtained at the following locations:

Umatilla County Health Department	
2 locations	
200 SE 3 rd St Pendleton, OR 97801 (Monday – Friday)	435 E Newport St Hermiston, OR 97838 (Thursday & Friday only)
Morrow County Planning Department 205 Third St NE Irrigon, OR 97844 (Monday-Friday)	
Electronic forms are available on UCo Health's website www.ucohealth.net . Submissions and public record requests can be made to Health@umatillacounty.net	

DEQ continues to be involved in an advisory capacity, and homeowners should continue to utilize contractors through the Septic Smart program <http://www.oregon.gov/deq/WQ/Pages/onsite/SepticSmartHome.aspx>.

The World's Shortest Code Book

Chapter 1. Permitted Land Uses.

Let me do whatever I want with my property, but don't let anyone near me do anything that bothers me.

Chapter 2. Appeal Procedure.

Good luck with that.



COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

Important Submission Instructions

ODVA Form VS0914 COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES is used to report the work load and outreach for a county's veterans' services program each quarter. Please submit, along with your report of expenditures, to the address below, fax to 1-503-373-2393, or email to: CVSO-NSOFunding@ODVA.state.or.us

Reports are due NO LATER THAN the last working day of the month following the end of the fiscal quarter.

Submit to: Oregon Department of Veterans' Affairs Statewide Veteran Services 700 Summer Street NE Salem, Oregon 97301-1285	<input type="checkbox"/> 1 st Quarter (July, August, September) <input type="checkbox"/> 2 nd Quarter (October, November, December) <input checked="" type="checkbox"/> 3 rd Quarter (January, February, March) <input type="checkbox"/> 4 th Quarter (April, May, June)
Name of County	Fiscal Year
Morrow	2018 - 2019

INTERVIEW PROCESS

Interviews are face-to-face interactions with a veteran and/or family member, either in the office or out of the office. These are not requests for information handled by a receptionist or casual conversations held at an outreach event. Enough information must be gathered to document the interaction into VetraSpec.

Total In-Office Interviews	Total Out-of-Office Interviews	Total Interviews for Quarter
54	2	56

CLAIMS/APPEALS/BENEFIT AWARDS

Claims information is gathered from VetraSpec reports only, for clients under ODVA Power of Attorney.

Original USDVA Form 526, 527, or 534 filed this quarter:	11
All other new claims filed this quarter	
Original USDVA Form 1010EZ filed this quarter:	6
NODs/VA Form 9s filed this quarter:	0
Total Recoveries for Quarter	\$ 22,587.71 RETRO ONLY

OUTREACH CONDUCTED


Outreach events are outside normal locations. Time spent in a scheduled satellite office is not counted as outreach. Outreach must be to more than one person. No matter the number of VSOs present, one location equals one event. A home visit is not outreach; it is an out-of-office interview.

The goal of outreach is an eventual increase in subsequent interviews, claims filed, and benefits awarded, as well as connecting that veteran or family member with other beneficial programs in your county.

Location of Event	Other Departments/services Attending	Approximate Number of People Attending
Union Co. Veterans Village- housing	VSOs, builder, DHS, service providers	25+
Irrigon Sr Center	Board meeting- members & VSO	8
Veterans Focus group	VSO only	11
CAPECO- Hermiston	CAPECO & VSO	2
Salute to Veterans Dinner	Sheriffs Dept, business owners, veterans	80

COUNTY VETERANS' SERVICES PROGRAM QUARTERLY REPORT OF ACTIVITIES

[illegible]

CERTIFICATION AND SIGNATURE	
This report is submitted to qualify for funds available from the Oregon Department of Veterans' Affairs and is certified to be true and correct to the best of my knowledge and belief.	
County Veterans' Service Officer Signature	Date Signed
	April 2, 2019



ENERGY FACILITY SITING COUNCIL

Energy Facility Siting Council Meeting Notice and Agenda

Hotel Condon
"Lori's Place Restaurant"
202 S. Main Street
Condon, OR

Thursday, May 16, 2019 at 3:30 p.m.
Friday, May 17, 2019 at 8:30 a.m.

Please Note: Every effort will be made to consider items as they are indicated. However, the Council agenda and the order of agenda items are subject to change.

Thursday, May 16, 2019 (3:30 p.m.)

A. Consent Calendar – Approval of minutes; Council Secretary Report; and other routine Council business.

B. Special Advisory Group Appointment (Action Item) – Maxwell Woods, Senior Policy Advisor. Council will appoint the Jefferson County Board of Commissioners as the special advisory group for the proposed Madras Solar Project Application for Site Certificate. The applicant for the proposed solar facility is EcoPlexus.

C. Boardman to Hemingway Transmission Line, Hearing Officer Appointment (Action Item) – Maxwell Woods, Senior Policy Advisor. Council will consider appointment of a Hearing Officer from the Oregon Office of Administrative Hearings to conduct the contested case proceeding for the proposed Boardman to Hemingway Transmission Line project.

D. Obsidian Solar Center, Update on Ratified Order for SHPO Consultant Appointment (Information Item) – Maxwell Woods, Senior Policy Advisor. The Council will receive an update on the Department's use of consultants to provide the Oregon State Historic Preservation Office assistance in the review of impacts to resources protected under the Council's Historic, Cultural and Archeological standard (Oregon Administrative Rule 345-022-0090) for the preliminary Application for Site Certificate for the proposed Obsidian Solar Center.

E. Montague Wind Power Facility, Draft Proposed Order on Request for Amendment 4 of the Site Certificate (Information Item) – Chase McVeigh-Walker, Siting Analyst. The Council will receive a presentation on the Draft Proposed Order on Request for Amendment 4 of the Montague Wind Power Facility site certificate. Request for Amendment 4 seeks Council approval of the following modifications: expansion of the site boundary and micro-siting corridor; adding up to 81 wind turbines; adding a solar

photovoltaic generating system of up to 1,189 acres; adding a 100-megawatt battery storage system, and adding related or supporting facility components. A public comment period closes at the conclusion of the public hearing (Agenda Item F). On Agenda Item K, the Council will review the public comments and deliberate on the substance of the draft proposed order. The certificate holder's request for amendment and the Department's draft proposed order can be found on the Department's website at: <https://www.oregon.gov/energy/facilities-safety/facilities/Pages/MWP.aspx>

Break

F. [5:30 p.m.] Montague Wind Power Facility, Public Hearing on the Draft Proposed Order on Request for Amendment 4 of the Site Certificate (Hearing) – Maxwell Woods, Senior Policy Advisor. The public hearing on the Draft Proposed Order on Request for Amendment 4 of the Montague Wind Power Facility site certificate will begin after Council receives a presentation from staff (Agenda Item E). The purpose of the hearing is for members of the public to provide verbal comments to Council members on Request for Amendment 4 and the Draft Proposed Order on Request for Amendment 4.

Friday, May 17, 2019 (8:30 a.m.)

G. Stateline Wind Project, Request for Amendment 5 of the Site Certificate (Action Item) – Sarah Esterson, Senior Siting Analyst. The Council will review the Proposed Order on Request for Amendment 5 of the Stateline Wind Project site certificate. Request for Amendment 5 is specific to Stateline 3, a geographic unit of the facility, and seeks approval to change the name of Stateline 3 to Vansycle II; repower 43 existing wind turbines, which includes replacing existing rotors (blades and hub) and gearbox (nacelles). Wind turbine repowering would increase the maximum blade tip height from 416 to 440 feet and rotor diameter from 305 to 354 feet, and would lower the minimum aboveground blade tip clearance from 111 to 85 feet. The amendment request also seeks approval for construction of temporary laydown and access roads, and new and amended conditions.

H. Public Comment – This time is reserved for the public to address the Council regarding any item within the Council's jurisdiction that is not otherwise closed for comment.

I. Summit Ridge Wind Farm, Council Decision on Requests for Contested Case; and the Proposed Order on Request for Amendment 4 of the Site Certificate (Action Items) – Maxwell Woods, Senior Policy Advisor. The Council will first consider any requests for contested case on the Proposed Order on Request for Amendment 4 of the Summit Ridge Wind Farm site certificate. If Council accepts a contested case request, it will direct a contested case to be conducted. If Council denies all contested case request(s), Council will proceed to review the Proposed Order on Amendment 4 and will either adopt, modify, or reject the proposed order as the final order. The amendment request seeks a two-year extension of the construction and completion deadlines.

- i. Council Decision on Requests for Contested Case** – The Council will consider requests for contested case on the Proposed Order on Request for Amendment 4.
- ii. Council Decision on Proposed Order** – Unless a contested case proceeding is granted, Council will proceed to review the Proposed Order on Amendment 4 and will either adopt, modify, or reject the proposed order as the final order.

J. [WORKING LUNCH] 2019 Administrative Housekeeping Rulemaking (Action Item) – Christopher Clark, Rulemaking Coordinator. Council will review staff recommendations for rule changes and consider authorizing staff to issue a Notice of Proposed Rulemaking.

Break

K. Montague Wind Power Facility, Draft Proposed Order on Request for Amendment 4 of the Site Certificate (Information Item) – Chase McVeigh-Walker, Siting Analyst. Council will review the draft proposed order, consider comments received on the record of the draft proposed order public hearing, and may provide comments to staff on the draft proposed order for consideration in the proposed order.

Adjourn

Anticipated Future Energy Facility Siting Council Meetings: June 18-20 and June 26-27; July TBD; Aug. 22-23; Sept. 26-27; Oct. 24-25; Nov. 21-22; Dec. 19-20. Locations to be determined.

To participate by teleconference please call toll-free: 1-877-873-8017 and enter code 799345.

Webinar Information: [Join Skype Meeting https://meet.oregon.gov/sean.mole/mbfdwb4r](https://meet.oregon.gov/sean.mole/mbfdwb4r)

Meeting Materials associated with the agenda items will be available at:
<https://www.oregon.gov/energy/facilities-safety/facilities/Pages/Council-Meetings.aspx>

Requests to the Council to Address an Issue:

Pursuant to Oregon Administrative Rule 345-011-0035, the public may ask the Council formally to address relevant issues within the Council's jurisdiction at future meetings. Please be sure to include information about why the issue should be on the agenda. Your request must be in writing and received at least 14 days before the Council meeting.

To ask the Council to address an issue, call or write:

EFSC Secretary
Energy Siting Division/ODOE
550 Capitol St. NE
Salem, OR 97301-3737

Toll-Free (in Oregon): 1-800-221-8035
Phone: 503-378-8328
<https://www.oregon.gov/energy/facilities-safety/facilities>

Americans with Disabilities Act: The Oregon Department of Energy will make reasonable accommodations upon request. Please contact us at least 72 hours before the meeting. Call Esther Kooistra at 503-378-3895; Fax 503-373-7806, or toll free in Oregon at 800-221-8035. TTY users should call the Oregon Relay Service at 711.